AGENDA ITEM 10.(b)
MEETING DATE February 05, 2025

SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

TO: MEMBERS OF THE GOVERNING BOARD

SUBJECT: CONSENT CALENDAR - HUMAN RESOURCES

REQUESTED ACTION: APPROVAL

EMPLOYMENT 2024-2025

Regular Assignment

<u>Name</u>	<u>Assignment</u>	Effective
Marlen Flores Saucedo	Early Learning Center Assistant -0.46% FTE- 214	01/16/2025
(revised)	Days	
Salvador Gutierrez	Grounds Maintenance Technician	02/06/2025

Part-Time Adjunct Assignment

<u>Name</u>	<u>Assignment</u>	Effective
David Bellerive	Adjunct Instructor - Fire Technology (not to exceed 67%)	01/21/25 - 05/22/25
Jesse Campbell	Adjunct Instructor - Fire Technology (not to exceed 67%)	01/21/25 - 05/22/25
Tracy Cossu	Adjunct Instructor - Fire Technology (not to exceed 67%)	01/21/25 - 05/22/25
Kevin Dotts	Adjunct Instructor - Business (not to exceed 67%)	01/08/25 - 05/22/25
Allison Jimenez	Adjunct Instructor - Nursing (not to exceed 67%)	02/06/25 - 05/22/25
Dean Martin	Adjunct Instructor - Fire Technology (not to exceed 67%)	01/21/25 - 05/22/25
Jesus Martinez	Adjunct Instructor - Fire Technology (not to exceed 67%)	01/21/25 - 05/22/25
Kitsia Pelayo	Adjunct Instructor - Fire Technology (not to exceed 67%)	01/21/25 - 05/22/25

Change in Assignment

<u>Name</u>	<u>Assignment</u>	Effective
Amy Kennedy	From Veteran Affairs Coordinator to Director of Veterans and Military Programs and Services.	02/06/2025

SOLANO COMMUNITY COLLEGE HUMAN RESOURCES CONSENT CALENDAR

Governing Board Meeting

February 05, 2025

Page 2

39-Month Rehire List

NameAssignmentEffectiveSteven JonesEngineer01/11/25 - 04/11/28

Out of Class Assignment

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Djenane Alcindor	Purchasing Generalist	01/01/25 - 06/30/25
Josamel Gonzalez	Lead Custodian	01/01/25 - 06/30/25
Debbie Graham	Enterprise Resource Analyst - DE	10/28/24 - 06/30/25
Tuyen Le	Facilities Operations Assistant	01/01/25 - 06/30/25
Gloria Russo	Lead Custodian	01/01/25 - 06/30/25

Professional Expert

NameAssignmentFund/GrantEffectiveAmountYasmin KhanAssistant Coach SoftballGeneral Fund01/03/25 - 05/30/25NTE
\$2,876.00

Short-Term/Temporary/Substitute

<u>Name</u>	Assignment	Fund/Grant	Effective	Amount
Michael Beveridge	Special Project-Trumpet Instructor	General Fund	01/17/25-06/01/25	\$50.00/hr.
Juan Brambila	Electrician	General Fund	02/06/25-06/30/25	\$23.05/hr.
Cyndi Chancellor	Special Project: Flute Instructor	General Fund	01/18/25-06/30/25	\$50.00/hr.
Carlito Del Rosario	Custodian	General Fund	01/15/25-06/01/25	\$18.00 /hr.
Zachariah Friesen	Special Project: Trombone Instructor	General Fund	01/15/25-06/01/25	\$50.00/hr.
Stuart Furtwangler	Student Affairs Specialist	LGBTQ FUND + Support	02/06/25-06/30/25	\$21.62/hr.
Madison Green	Special Project (LD Testing)	SEA FUND	01/15/25 - 03/30/25	\$75.00/hr.
Shanice Hagan	Student Services Generalist	SEA FUND	02/06/25 - 06/30/25	\$19.91/hr.
Joshua Mueller	Curriculum Review GEOG	General	01/15/25 - 03/30/25	\$1,200 Lump Sum
Jan Lee Marshall	Theatre Rodeo Faculty	Perkins V	02/01/25 - 03/01/25	\$150 Lump Sum
Matthew McLean	Music Instructor	Perkins V	11/08/24 - 12/15/24	\$77.10/hr.

SOLANO COMMUNITY COLLEGE HUMAN RESOURCES CONSENT CALENDAR

Governing Board Meeting February 05, 2025

Human Resources

January 24, 2025

Date Submitted

Page 3

Salv	atore Abbate		Kellie Sims Butler,	, Ph.D.
	Faculty			Lump Sum
Andrew Wesley	Generalist Academic Senator/Music	General	08/08/24 - 05/12/26	\$1,500
Ashley Saucedo	Instructional Support Student Services	EOPS Fund	02/06/25-06/20/25	\$19.91/hr.
Erika Stoffel	Dual Enrollment	Strong Workforce	01/03/25 - 05/31/25	Lump Sum \$55.74/hr.
Michael Reilly	Faculty Music Director	General	01/13/25 - 06/01/25	\$4,000
Kristieen Rodriguez	Academic Senator/Counseling	General	08/08/24 - 05/12/25	\$3,000 Lump Sum
Karen Miller	Pediatric Clinic Development	General Fund	01/13/25 - 05/30/25	Lump Sum \$6,000 Lump Sum
Tim Mena	Portfolio Reviewer	Perkins V	11/01/24 - 12/15/24	\$150

Superintendent-President

February 05, 2025

Date Approved

AGENDA ITEM 10.(c)
MEETING DATE February 5, 2025

SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

TO: MEMBERS OF THE GOVERNING BOARD

SUBJECT: PERSONAL SERVICES AGREEMENTS AND CONTRACTS

UNDER \$50,000

REQUESTED ACTION:

Information	OR	⊠Approval
⊠ Consent	OR	Non-Consent

PERSONAL SERVICES AGREEMENTS

Academic Affairs David Williams, Vice President

<u>Name</u>	<u>Assignment</u>	Effective	Amount
Notes to the Soul, Inc.	Vendor will be the sound designer for the Head Over Heels Spring 2025 play.	01/15/2025 to 06/01/2025	Not to Exceed \$2,000.00
Carrie Mullen	Provider will be the lighting designer for the Head Over Heels Spring 2025 play.	01/15/2025 to 06/01/2025	Not to Exceed \$3,000.00
Liesl Seitz-Buckbinder	Provider will be the costume designer for the Head Over Heels Spring 2025 play	01/15/2025 to 05/30/2025	Not to Exceed \$4,000.00
Darcia Tipton	Provider will be the prop designer for the Head Over Heels Spring 2025 play	01/15/2025 to 06/01/2025	Not to Exceed \$1,000.00
Liz Andrews	Provider will be the Choreographing Consultant for the Head Over Heels Spring 2025 Play	01/15/2025 to 05/30/2025	Not to Exceed \$4,000.00

Student Services Lisa Neeley, Vice President

Name	<u>Assignment</u>	Effective	Amount
Michael Sanders Enterprises, Inc.	Vendor will provide 3 days of workshops/trainings for the Foster Kinship Educational Conference being held in March.	03/11/2025 to 03/14/2025	Not to Exceed \$10,000.00
Reginald Caldwell, LCSW	Vendor will provide professional development and training on serving	02/04/2025 to 04/29/2025	Not to Exceed \$6,000

	our LQBTQ+ students and provide support for Gay-Straight Alliance clubs.		
Practice Counseling	Provider will present for Foster	03/11/2025 to	Not to Exceed
Services	Kinship Care Education on "caring for the caregiver while caring for others."	06/30/2025	\$1,200.00
Marcela Cuellar	Provider will be the keynote speaker and workshop presenter at Spring 2025 Convocation	01/10/2025	Not to Exceed \$6,000.00
Jamaal Brown	Provider will lead and facilitate the Black365 Knowledge Bowl.	02/05/2025 to 02/06/2025	Not to Exceed \$2,500.00

CONTRACT SERVICES AGREEMENTS

Finance and Administration Susan Wheet, Vice President

<u>Name</u>	Description	Effective	Amount
AssetMAXX	Vendor will provide a vendor-hosted, web-based Fixed Asset Management Solution	02/06/2025 to 06/30/2027	Year 1: \$13,859.16 Year 2: \$6,619.23

Academic Affairs David Williams, Vice President

<u>Name</u>	<u>Assignment</u>	Effective	Amount
Jurhiata Consulting, LLC.	Vendor will provide two workshops during Spring Semester: Workshop 1: UndocuAlly Training for Faculty, Administrators, and Classified Staff - "Building and Inclusive Campus: Supporting Undocumented Students and Employees" Workshop 2: Know Your Rights and Resources for Undocumented Students - "Empowering Undocumented Students: Your Rights and Resources"	02/05/2025 to 05/15/2025	\$2,000
The Puente Project	Vendor will facilitate a series of 7 workshops during the Spring Semester for teaching and counseling faculty to help improve student success and build a transfer-supportive culture.	02/05/2025 to 05/15/2025	\$31,000

Arbor Environmental	Vendor will provide services related to quantitative respirator fit testing on two different dates/locations for the nursing and fire academy programs.	01/13/2025 to 06/30/2025	\$65 per test – approx. \$2,800.00
Sharps Solutions	Vendor will provide medical waste services on demand for the nursing program.	01/01/2025 to 12/31/2026	\$80/\$150 per container

Student Services Lisa Neeley, Vice President

<u>Name</u>	<u>Assignment</u>	Effective	Amount
Super Star Status Entertainment	Vendor will provide DJ services for the Black Student Recognition Ceremony	05/17/2025 to 05/17/2025	Not to Exceed \$600.00

Susan Wheet Vice President,	Kellie Sims Butler Superintendent-President
Finance & Administration	Superintendent President
January 25, 2025	February 5, 2025
Date Submitted	Date Approved

AGENDA ITEM	10.(d)
MEETING DATE	February 5, 2025

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 OR ☑Consent OR	⊠Approval □Non-Consent		
In compliance with the 81000 s and/or restrictions, staff is requ which are unsatisfactory for ret	esting approval of author	rizing the disposal the equip	-
SUMMARY: Asset Number	Description	Location	Original Value
N/A	4 chairs	Bldg 800	UK
Basic skills education Workforce developme Transfer-level education Other:	ACT: eve their educational, pro nt and training	ofessional and personal goals	
Government Code:	Board Policy: 33.		
SUPERINTENDENT'S RECOM!	MENDATION:	=	DISAPPROVAL FABLE
Susan Whee Vice Presider Finance & Admini	nt,	Kellie Sim Superintender	
January 24, 20		February :	
Date Submitte	ed	Date App	oroved

SOLANO COMMUNITY COLLEGE DISTRICT

Disposition, Transfer or Trade-In of College Equipment

It is requested that the equipment inventory records for the listed equipment be adjusted as follows: (check only one reason)

Lost or To be so X To be d	ed to vendor (attach to yellow copy of approved form) stolen (attach copy of theft report form) old as surplus lestroyed or broken up for parts n or sale in lieu of trade-in list P.O. number and vendor		
Transfe	r to (location)		
Bldg No8	Room No. 805A hallway		
	I	F C 1 L	0.1
Asset No.	Description	<u>For Surplus Item</u> Building No.	Room No.
N/A	4 chairs	_	
Action Performe	sd by Sheila Hudson	Date 1/21/25	
Division or Orga	anizational Unit Health Sciences		
Approved by	Chile (station) Unit Manager or Division Dean		
Distribution:			
Original to Distr Duplicate for you	ict Director of Facilities ur files		
	For District Facilities Office Use	2	
For Surplus Item			
_			
Board authorizat	tion to sell		
Invoice/receipt n	number and date		
Fixed Asset - 02 8.00			

AGENDA ITEM	10.(e)
MEETING DATE	February 5, 2025

SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

го:	Members of the Gover	rning Board
SUBJECT:		ETION FOR CONSTRUCTION E FAIRFIELD CAMPUS QUAD ATION PROJECT
REQUESTED ACTION: ☐ Information OR ☐ Consent OR	⊠Approval □Non-Consent	
Completion. On March 6,	2024, a contract for the for the Fairfield Campu	as Quad Water Conservation Project Notice of the amount of \$2,243,350.00 was awarded to s Quad Water Conservation Project. The scope e Fairfield Campus.
 The project has been: The contractor has co The contract for the p 	inspected and complies with the work; roject is accepted and co	e, the District gives notice and certifies that: with the plans and specifications; amplete; and on will be filed with Solano County for the
Basic skills education Workforce developmen Transfer-level education Other: Necessary docu	eve their educational, pront and training	fessional and personal goals construction
Ed. Code: N/A	Board Policy: N/A	Estimated Fiscal Impact: \$0
SUPERINTENDENT'S RECOM	IMENDATION:	
Lucky Lofton V.P., Facilities & Executive I PRESENTER'S N 4000 Suisun Valley Fairfield, CA 945	AME Road	
ADDRESS (707) 863-7855		Kellie Sims Butler, Ph.D. Superintendent-President
TELEPHONE NUM Lucky Lofton V.P., Facilities & Executive I	MBER	February 5, 2025
VICE PRESIDENT AP		DATE APPROVED BY SUPERINTENDENT-PRESIDENT
	_	

January 24, 2025 **DATE SUBMITTED TO**

When recorded mail to:
Lucky Lofton, V.P,
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:

NAMES

- 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 4000 Suisun Valley Road, 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:

ADDRESSES

6. Work of modernization on the property hereinafter described was completed on: 02/05/2025 7. The Project Name is: Fairfield Campus Quad Water Conservation Project 8. DSA Number (if applicable): 02-121777 9. The contractor for such work of modernization is: Schreder & Brandt Mfg. Inc. 10. The name of the contractor's Surety Co. is: Endurance Assurance Corporation 11. The date of contract between the contractor and the above owner is: 3/6/2024 12. The street address of said property is: 4000 Suisun Valley Road, Fairfield, California 94534 13. APN #: 0027-242-110 14. The property on which said work of modernization was completed is in the City of Fairfield, County of Solano, State of California, and is described as follows: Modernization of existing exterior quad area on the Fairfield Campus. Date Signature of Owner - Kellie Sims Butler, Ph.D. Solano Community College District Verification I, undersigned, say: Jason Yi, Project Manager ("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. _____, at <u>Fairfield</u>, California. Executed on _____ (City or Town where signed)

AGENDA ITEM	12.(a)
MEETING DATE	February 5, 2025

SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

TO:	-	Members of the Govern	ning Board	
SUBJECT:	RESIGNATION TO RETIRE			
REQUESTED ACTION	<u>ON</u> :			
☐Information ☐Consent	OR OR	⊠Approval ⊠Non-Consent		
SUMMARY:				
<u>Name</u>		Assignment & Years of	f Service	Effective
Anita Nalley		Account Clerk		12/30/2024
Laura Robinson		10 years and 9 months of Custodian		03/03/2025
Mary Ann Valch		20 years and 11 months Mathematics Instructor 9 years and 4 months of		05/22/2025
 Workforce development Transfer-level edelopment Other: Human Re	ucation	C		
Ed. Code: 24205		Board Policy: 4400	Estimated Fisco	al Impact: N/A
SUPERINTENDENT'S	RECOM	IMENDATION:		☐ DISAPPROVAL ☐ TABLE
Salvato Human				
PRESENT				
4000 Suisur				
Fairfield,		534		
ADD	RESS		Kellie Sims B Superintende	
	64-7263			
TELEPHO	NE NUI	MBER	Ealamaama	05 2025
VICE PRESIDI	ENT AP	PPROVAL	February DATE APPR SUPERINTENDE	ROVED B/Y
January	24, 202	25	SUPERINIENDE	NI-FKESIDENI
DATE SUR				

SUPERINTENDENT-PRESIDENT

AGENDA ITEM	12.(b)
MEETING DATE	February 5, 2025

SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

TO:		Members of the Gov	erning B	Board
SUBJECT:		CONTRACT AGRE FIXED ASSET SER		Γ WITH CENTURISK FOR
REQUESTED ACT	<u>ION</u> :			
☐Information ☐Consent	OR OR	⊠Approval ⊠Non-Consent		
preliminary reports, fit to perform an asset invectors of \$500 and greate assets, assist with the fit A copy of the agreement STUDENT SUCCES Help our studen Basic skills edu Workforce dev Transfer-level	nal report entory are. The re- nancial re- t is attact SS IMP nts achieved action elopments	orts and Master data file and verification of capital esulting data will provide reporting requirements of the d. ACT: eve their educational, part and training	e. Centuris machinery proper acc f GASB 34	-
		e information regarding	•	
Government Code: SUPERINTENDENT'S	N/A RECOM	Board Policy: IMENDATION:	⊠ Al	Estimated Fiscal Impact: \$58,500.00 APPROVAL
	n Wheet			<u> </u>
Vice President, Fina PRESENT				
4000 Suisu Fairfield	n Valley	Road		
	DRESS			Kellie Sims Butler
707.0	C 4 7200			Superintendent-President
TELEPHO	64-7209 NE NUN	/RFR		
	n Wheet	IDEK		
Finance & A	Administ	ration		February 5, 2025
VICE PRESID	ENT AP	PROVAL		DATE APPROVED BY
I	. 24 202	5		SUPERINTENDENT-PRESIDENT
DATE SUE	y 24, 202 RMITTE			
SUPERINTEND				



PROPOSAL FOR FIXED ASSET INVENTORY&VERIFICATION SERVICES

Solano Community College

Susan Wheet, MBA
VP-Finance and Administration
4000 Suisun Valley Road
Fairfield, CA 94534

Submitted by:

Centurisk

400 Holiday Drive, Suite 200 Pittsburgh, PA 15220

January 22, 2025



STATEMENT OF QUALIFICATIONS

AssetWorks Risk Management Inc. dba Centurisk is a wholly owned subsidiary of Constellation Software Inc. (Constellation), a leading, global provider of software and services to organizations in the public and private sector. Constellation is publicly traded on the TSX under the symbol CSU. For the fiscal year ending December 31, 2024, consolidated revenues were in excess of US \$5 Billion.

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



Financial Stability

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



Up-to-Date Asset Valuations

Supportable original cost, replacement cost, and actual cash value can be calculated for all capital assets.



Public Entity Specialists

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



Compliant Reporting

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



Accurate Inventory Records

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



Asset Management Software

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



WORK PLAN

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

Planning & Project Coordination

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

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

College Assistance

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

- Notify key departments and contacts at each site of the project
- Enable access to all sites, buildings, and rooms (master keys where possible)
- Provide current list of assets with tag number
- Prepare a current list of licensed vehicles to be included in the final reports
- All assets must be un-packed to be included in the inventory



Asset Inventory Implementation Plan:

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

1	Asset Inventory Verification Work Plan	Schedule
Task 1-Project Pla	anning	
> Establish	project/client team	Week 1-2
> Establish	communication plan	Week 1-2
> Review cu	urrent fixed asset system	Week 1-2
> Obtain cu	urrent fixed asset data in Excel format	Week 1-2
Confirm C	Deliverables	Week 1-2
Develop i	inventory schedule	Week 1-2
Task 2-Asset Inve	entory & Verification	
Perform s	site inventory	Week 4-6
Record as	sset location data elements (site/building/room)	Week 4-6
> Record pe	ertinent asset data (manufacturer, model, serial, etc.)	Week 4-6
> Record ex	xisting tag or apply barcode tag	Week 4-6
> Assign or	iginal cost based on college information	Week 7-9
> Develop	original cost (when not provided)	Week 7-9
> Assign no	ormal life	Week 7-9
Task 3-Deliverabl	les	
> Prelimina	ary reports (Exceptions)	Week 12
> Review p	reliminary reports	Week 12-14
Prepare f	inal report	Week 15
> Master da	ata file (Excel)	Week 15



Asset Inventory Verification-Machinery, Furniture & Equipment

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

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

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

a. Asset Identification Number

b. Description

c. Quantity

d. Acquisition Date

e. Manufacturer

f. Model

g. Serial Number

h. Asset Account

i. Site/Location

j. Building

k. Room/Sublocation

I. Cost Information

m. Funding Source (provided by college)

n. Department

o. Normal Useful Life

p. Miscellaneous (e.g. old tag #)

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

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



COSTING AND VALUATION (AS NEEDED)

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

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

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

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

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

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



PROJECT DELIVERABLES

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

Verification Process

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

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

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

Preliminary Reports

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

Final Reports

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



STATEMENT OF WORK

INTRODUCTION

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

SERVICES TO BE PROVIDED

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

PROPERTY TO BE INCLUDED

- Machinery and Equipment Fixed Assets (original cost of \$500 and greater)
- Buildings-trending replacement cost value to estimate original cost

PROPERTY EXCLUDED

- Land, Land Improvements, Infrastructure, Capital Improvements
- Equipment Assets with An Original Cost Less than \$500

VALUE PROVIDED

• Original Cost (Actual or Estimated)

DELIVERABLES

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



QUOTE



APPRAISAL/VALUATION SERVICES FEES				
SERVICE	THRESHOLD	UOM		FEE
Asset Inventory Services	\$500	Assets		\$58,500

TOTAL FEE: \$58,500

<u>Notes</u>

^{*} All fees quoted are in US Dollars and inclusive of all out-of-pocket expenses.

^{*} Centurisk will invoice seventy percent (70%) of the Service fees upon completion of the fieldwork portion of the project and the remaining thirty percent (30%) of fees upon delivery of the preliminary reports.



ASSETWORKS RISK MANAGEMENT INC, dba CENTURISK MASTER AGREEMENT

This Master Agreement is between AssetWorks Risk Management Inc., dba Centurisk, with offices located at 400 Holiday Drive, Suite 200, Pittsburgh, PA 15220 ("Centurisk"), and Solano Community College ("Customer") (Individually a "Party" and jointly the "Parties). The Master Agreement consists of the terms and conditions listed below, as well as the details in the Statement of Work ("SOW") and the listed Attachments (together, the "Agreement"). The Agreement shall be effective on the sate the SOW is signed by the Parties hereto.

The SOW is subject to the following terms and conditions. Your right to use the products and services is conditioned upon acceptance of this Agreement. These terms shall apply to the products, Confidential Information, and services on the SOW, as applicable:

Attachment 1 Professional Services Terms

1. FEES, PAYMENT, AND TAXES.

- **A.** For recurring services, unless otherwise stated in the SOW, Centurisk shall invoice Customer in advance. All invoiced fees shall be due and payable within 30 days of the date of the invoice. For Professional Services, invoices shall be sent either monthly as rendered or upon completion of milestones (as defined in the SOW) and include charges defined in the SOW unless otherwise specifically stated in the SOW. All payments shall be made in United States Dollars without deduction for any taxes or withholding or other offset. The pricing on the SOW is based upon the quantities listed at the time of purchase. If the number of licenses, assets or sites changes, the pricing is subject to change.
- **B.** Any amounts not paid when due will be subject to interest accrued at 12% per annum compounded quarterly, which interest will be immediately due and payable from the due date for payment until the date of actual receipt of the amount in cleared funds by Centurisk. Interest payments that are accrued during billing disputes will be credited back to the Customer if said dispute is found to be through no fault of the Customer.
- C. Customer will be considered delinquent if payment in full is not received 45 days from the date of the invoice. Centurisk reserves the right to suspend or terminate this Agreement and Customer access to the Service if the Customer account becomes delinquent and is not cured within 10 days. Customer will continue to be charged and hereby agrees to pay for Service during any period of suspension. Customer's failure to pay any invoice after this 10-day period shall constitute a material default hereunder and shall entitle Centurisk to exercise any and all rights and remedies provided herein or at law including a suspension of Services under the Agreement. If Customer or Centurisk initiate termination under any provision of the Agreement other than under Section 6, Customer will be obligated to pay the balance due for the remainder of the term for its account computed in accordance with the SOW. Customer agrees that it shall be billed for such unpaid fees. In the event of a dispute between the Parties that does not result in a termination of the Agreement, Customer agrees to make all Monthly Service Fee payments due under the Agreement pending the resolution of any dispute.



D. Upon termination for whatever reason and regardless of the nature of the default (if any), Customer agrees to pay Centurisk in full for Services provided to Customer under this Agreement within 30 days of the invoice date.

E. TAXES:

- A. In no event whatsoever shall Centurisk be liable for sales, use, business, gross receipts, or any other tax that may be levied by any State or Federal Government entity against a contractor to such governmental entity other than taxes upon income earned by Centurisk for the goods and/or services provided pursuant this Agreement. This exclusion of tax liability is also applicable to any goods and/or services that may be provided by Centurisk under any later SOW or amendment hereto regardless of changes in legislation or policy.
- B. In the event a taxing authority conducts an audit of this Agreement and determines that an additional tax should have been imposed on the Services or Deliverables provided by Centurisk to Customer (other than those taxes levied on Centurisk income), Customer shall reimburse Centurisk for any such additional tax, including interest and penalties thereon. Similarly, if a taxing authority determines that a refund of tax is due as it relates to the Services or Deliverables provided by Centurisk to Customer (except those taxes relating to Centurisk income), Centurisk shall reimburse Customer such refund, including any interest paid thereon by the taxing authority.

2. CONFIDENTIALITY and NON-DISCLOSURE

A. Confidentiality

- 1. Because either Party may have access to information of the other Party that the other Party considers to be confidential or proprietary ("Confidential Information"), each Party will maintain all Confidential Information in confidence and will use it solely in the discharge of its obligations under this Agreement and any applicable SOW. Nothing herein will be deemed to restrict a Party from disclosing Confidential Information to its employees and subcontractors in the discharge of such obligations. The Parties agree that Centurisk's SOC2 reports may be provided under this Agreement and shall not be disclosed to any other party without the express written consent of Centurisk.
- 2. Confidential Information will not include information that (i) is, or becomes, generally known or available through no fault of the, recipient; (ii) is known to the recipient at the time of its receipt from the disclosing Party; (iii) the disclosing Party provides to a third party without restrictions on disclosure; (iv) is subsequently and rightfully provided to the recipient by a third party without restriction on disclosure; (v) is independently developed by the recipient, without reference to the disclosing Party's Confidential Information; or (vi) is required to be disclosed pursuant to a governmental agency or court subpoena, provided the recipient promptly notifies the disclosing Party of such subpoena to allow it reasonable time to seek a protective order or other appropriate relief.



3. Because of the unique nature of the Confidential Information, each Party agrees that the disclosing Party may suffer irreparable harm in the event the recipient fails to comply with its obligations under this Section 2, and that monetary damages may be inadequate to compensate the disclosing Party for such breach. Accordingly, the recipient agrees that the disclosing Party may, in addition to any other remedies available to it, be entitled to injunctive relief.

B. Non-Disclosure

- 1. Subject to the other paragraphs in this Section, Customer agrees that Centurisk Confidential Information shall be held in confidence by Customer and shall not be disclosed to others without the prior written consent of Centurisk, which may be withheld by Centurisk in its sole discretion.
- Centurisk may provide documentation for its Confidential Information electronically.
 The Customer may copy, in whole or in part, any such documentation for Customer's internal use consistent with this Agreement.
- Customer's records with regard to use of Centurisk Confidential Information shall be made available to Centurisk at all reasonable times at Centurisk' request to audit Customer's compliance with this Agreement, and Customer shall certify to the truth and accuracy of such records.

3. INTELLECTUAL PROPERTY

- **A.** Customer and Centurisk shall each retain ownership of, and all right, title, and interest in and to, their respective pre-existing Intellectual Property.
- **B.** The Services performed, code developed, and any Intellectual Property produced pursuant to this Agreement are not "works for hire."
- C. As used herein, "Intellectual Property" shall mean inventions (whether or not patentable), works of authorship, trade secrets, copyright, techniques, know-how, ideas, concepts, algorithms, and other intellectual property incorporated into any Statement of Work or Deliverable whether or not first created or developed by Centurisk in providing the Services.
- D. Notwithstanding any order of precedence language, or other conflicting terms and conditions contained in any document considered to be part of this Agreement, regardless of incorporation method, including, but not limited to, (i) click-through process, (ii) attaching a copy hereto, (iii) reference, or (iv) similar processes are for Customer's internal purposes only and any provisions contained therein shall have no effect whatsoever upon this Agreement. For clarity, execution of a Customer Purchase Order shall be considered an acknowledgement of receipt of said Customer Purchase Order and shall not be deemed to satisfy the terms of Section 16 Amendments/Supplements of this Agreement.
- E. The terms of this Section 3. Intellectual Property shall take precedence over any/all conflicting terms and conditions located elsewhere, and any conflicting terms are specifically objected to and rejected by Centurisk.



- **4. TERM.** The Term of the Agreement shall commence as of the Effective Date and shall continue for five (5) years ("Initial Term") unless terminated earlier as set forth below. At the end of the Initial Term, the Agreement shall automatically renew for successive 1-year terms unless or until either Party provides the other Party with written notice of non-renewal at least 90 days prior to the end of the then current term. If Customer fails to renew any term or fails to pay the invoice for the renewal term, Centurisk reserves the right to suspend or terminate this Agreement and Customer access to the Service. Customer will continue to be charged and hereby agrees to pay for Service during any period of suspension, up to and including the date the Agreement is terminated per this Section 4. Customer's failure to pay any invoice shall constitute a material default hereunder and shall entitle Centurisk to exercise any and all rights and remedies provided herein or at law.
- **5. WARRANTY DISCLAIMER.** Except as expressly set forth herein, Centurisk disclaims all warranties relating to the services or deliverables provided hereunder, including but not limited to any warranty of fitness for a particular purpose or merchantability.
- **6. TERMINATION FOR DEFAULT.** A Default shall occur if: (1) a Party fails to perform any of its material obligations under the Agreement and such failure remains uncured for 30 days after receipt of written notice thereof; or (2) a Party ceases to conduct business, becomes or is declared insolvent or bankrupt, is the subject of any proceeding relating to its liquidation or insolvency which is not dismissed within 90 days or makes an assignment for the benefit of creditors.

If Default occurs, the non-defaulting Party, in addition to any other rights available to it under law or equity, may withhold its performance hereunder or may terminate the Agreement by written notice to the defaulting Party. Unless otherwise provided in the Agreement, remedies shall be cumulative and there shall be no obligation to exercise a particular remedy.

If Customer terminates this Agreement other than pursuant to this Section 6, a Service Termination Fee equal to 100% of the current Annual Service Fees times the number of remaining years in the Term of this Agreement.

- **7. GOVERNING LAW; VENUE.** The Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without regard to choice-of-law principles. The sole jurisdiction and venue for actions related to the subject matter hereof shall be the state and Federal courts in Delaware. Both Parties consent to the jurisdiction of such courts and waive any objections regarding venue in such courts.
- **8. ASSIGNMENT.** Neither the Agreement nor any duties or obligations hereunder shall be assigned or transferred by Customer without the prior written approval of Centurisk, which approval may be withheld in the reasonable judgment of the Centurisk. Customer agrees that Centurisk may assign its obligations to a third-party without consent of customer in the event of an internal reorganization. All fees will remain intact as outlined in the SOW.
- **9. SEVERABILITY.** If any provision of the Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any manner.



10. ENTIRE AGREEMENT.

- **A.** The Agreement and any schedules and exhibits thereto contain the entire agreement and understanding of the Parties with respect to the subject matter hereof and supersedes and replaces any and all prior or contemporaneous proposals, discussions, agreements, understandings, commitments, representations of any kind, whether oral or written, relating to the subject matter hereof or the Services to be provided hereunder.
- **B.** This Agreement may be updated or amended by Centurisk at any time, with or without notice to Customer. Updated or amended Agreement terms are incorporated herein by this reference. Customer is advised and acknowledges Customer's responsibility to monitor any updates or amendments to the terms of this Agreement by accessing the Agreement located at the following link, https://centurisk.com/master-agreement-professional-services/.
- C. Customer acknowledges the foregoing link is also provided in Centurisk Quotes, SOWs or SOWs. Customer's continued use of any of the products or services offered by Centurisk that are purchased and subsequently used by Customer shall constitute of acceptance of the terms and conditions set forth in this Agreement and the updated or amended Agreement terms located at https://centurisk.com/master-agreement-professional-services/.
- D. It is understood and agreed between the Parties that terms and conditions, if any, included in Customer's purchase order or similar document, regardless of inclusion methods including, but not limited to, (i) click-through process, (ii) attaching a copy hereto, (iii) reference, or (iv) similar processes, are for Customer's internal purposes only and any provisions contained therein shall have no effect whatsoever upon this Agreement. For clarity, execution of a Customer Purchase Order shall be considered an acknowledgement of receipt of said Customer Purchase Order and shall not be deemed to satisfy the terms of Section 16 Amendments, Supplements & Change Orders of this Agreement.
- 11. FORCE MAJEURE. Neither Party shall be liable for any failure of or delay in performance of its obligations (except for payment obligations) under this Agreement to the extent such failure or delay is due to acts of God, acts of a public enemy, fires, floods, power outages, wars, civil disturbances, sabotage, terrorism, accidents, insurrections, blockades, embargoes, storms, explosions, labor disputes (whether or not the employees' demands are reasonable and/or within the Party's power to satisfy), failure of common carriers, Internet Service Providers, or other communication devices, acts of cyber criminals, terrorists or other criminals, acts of any governmental body (whether civil or military, foreign or domestic), failure or delay of thirdparties or governmental bodies from whom a party is obtaining or must obtain approvals, authorizations, licenses, franchises or permits, inability to obtain labor, epidemics, pandemics, materials, power, equipment, or transportation, or other circumstances beyond its reasonable control (collectively referred to herein as "Force Majeure Occurrences"), however, nothing in this section shall relieve Customer of the obligation to make payments for any products or services provided by Centurisk. Any delays shall not be a breach of or failure to perform this Agreement or any part thereof and the date on which the obligations hereunder are due to be fulfilled shall be extended for a period equal to the time lost as a result of such delays. Neither



Party shall be liable to the other for any liability claims, damages or other loss caused by or resulting from a Force Majeure Occurrence.

12. INDEMNIFICATION

- A. Centurisk will indemnify and defend Customer against any claim, action, suit, or proceeding brought by a third party ("Claim") to the extent Customer's use of Centurisk Confidential Information within the scope of this Agreement directly infringes a United States patent or copyright issued to or held by a third party, or misappropriates a trade secret of such third party; provided, Customer notifies Centurisk promptly in writing of such Claim and provides Centurisk with the sole control, authority, information and assistance necessary to defend or settle such Claim.
- **B.** In the event of an infringement Claim, or Centurisk believes that such a Claim is likely, then Centurisk shall at its expense: (i) procure the right for Customer to continue using the Confidential Information; (ii) replace or modify the Confidential Information so that it becomes non-infringing, without materially decreasing the functionality of the Confidential Information; or (iii) if neither (i) or (ii) is commercially practical, then, at Centurisk' sole option, terminate this Agreement and refund depreciated license fees paid hereunder based on five year straight line depreciation.
- Centurisk will not be liable for any infringement Claim based upon any (i) use of a version of the Confidential Information that was not, at the time that the Claim arose, the current unaltered version of the Confidential Information provided by Centurisk hereunder, including, without limitation, failure of Customer to install Updates containing modifications to make the Confidential Information non-infringing; (ii) combination, operation, integration, or interfacing of the Confidential Information with other products, equipment, devices, Confidential Information, systems, or data not supplied by Centurisk, or which the Confidential Information was not intended to operate as specified in the Documentation, to the extent such Claim would not have arisen but for such combination, operation, integration, or interfacing (regardless of whether or not Centurisk has advised Customer that such use would likely result in a Claim of infringement by a third party); (iii) use of the Confidential Information in a manner other than as authorized by the Documentation or this Agreement; (iv) Centurisk' compliance with the designs, plans, or specifications furnished by or on behalf of Customer; (v) modifications to the Confidential Information made by anyone other than Centurisk; or (vi) Customer's failure to accept any procured right to continue using the Confidential Information.

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

Customer shall defend and indemnify Centurisk from and against any and all Claims, liabilities, damages, costs, and expenses, including reasonable legal fees, arising from or related to Customer's negligence and/or Customer's violation of paragraph c. above, Section 2 and Section 3.



- all damages whatsoever arising out of or in any way related to this Agreement or any amendment to this Agreement, from any cause, including but not limited to negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not, in the aggregate, exceed the amount of fees paid to Centurisk in the 12 months preceding the date on which the claim arose. In no event shall Centurisk be liable for special, indirect, incidental, economic, consequential or punitive damages, including but not limited to lost revenue, lost profits, replacement goods, loss of technology rights or services, loss or corruption of data, or interruption or loss of use of Confidential Information or any portion thereof regardless of the legal theory under which such damages are sought even if Centurisk has been advised of the likelihood of such damages, and notwithstanding any failure of essential purpose of any limited remedy.
- **14. WAIVER.** No provision of the Agreement may be waived unless in writing, signed by both Parties hereto. Waiver of default of any provision of the Agreement shall not operate or be construed as a waiver of any subsequent default of such provision, nor shall a waiver of any one provision of the Agreement be deemed to be a waiver of any other provision.
- **15. ACCEPTANCE.** Within five (5) business days of receipt of the notice of delivery from Centurisk, Customer will inspect the products or services to ensure conformity with the agreed SOW. Acceptance shall be presumed unless Customer provides written notice outlining the specific reason(s) why the product or service does not comply with the SOW. Centurisk will have three (3) business days to respond to such notice. Customer and Centurisk shall continue to communicate in good faith to resolve the issue.

Should the acceptance and payment be withheld by Customer for more than thirty (30) days from the date Centurisk received the Customer's initial written notice, Centurisk reserves the right to: (1) grant the Customer additional time to resolve the issue; (2) suspend the Customer's access to the product or service at issue; and/or (3) terminate the Agreement.

- 16. AMENDMENTS, SUPPLEMENTS & CHANGE ORDERS. The Agreement may be amended or supplemented only by the mutual written consent of the Parties' authorized representative(s). Any change to a SOW including, but not limited to, implementation services, data conversion, interfaces, and application modifications, will be documented and follow the same procedures for new enhancements defined in the SOW. All proposed changes to the SOW will require an agreed, written change order executed by both parties. If the agreed change affects an existing milestone that is either in-progress or completed, prior to the implementation of any change order, the milestone in-progress must be completed, invoiced and paid. Adjustments to requirements will be scoped and evaluated as Change Orders.
- **17. BINDING EFFECT, BENEFITS.** The Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns. Notwithstanding anything contained in the Agreement to the contrary, nothing in the Agreement, expressed or implied, is intended to confer on any person other than the Parties hereto or their respective successors and assigns, any rights, remedies, obligations, or liabilities under or by reason of the Agreement.



- **18. HEADINGS.** The Section headings in the Agreement are inserted only as a matter of convenience, and in no way define, limit, or extend or interpret the scope of the Agreement or of any particular Section.
- **19. AUTHORIZATION.** Each of the Parties represents and warrants that the Agreement is a valid and binding obligation enforceable against it and that the representative executing the Agreement is duly authorized and empowered to sign the Agreement.
- **20. RELATIONSHIP OF PARTIES.** The relationship of the Parties shall at all times be one of independent contractors. Nothing contained herein shall be construed as creating any agency, partnership, or other form of joint enterprise between the Parties.
- 21. CONFLICTING PROVISIONS. This Agreement and all exhibits, schedules, and documents attached hereto are intended to be read and construed in harmony with each other, but in the event any provision in any Attachment conflicts with any provision of this Agreement, then this Agreement shall be deemed to control, and such conflicting provision to the extent it conflicts shall be deemed removed and replaced with the governing provision herein. It is agreed between the Parties that any terms in a Customer purchase order, regardless of inclusion methods including, but not limited to, (i) click-through process, (ii) attaching a copy hereto, (iii) reference, or (iv) similar processes, are for Customer's internal purposes only and any provisions contained therein are deemed to be for Customer's own use and are specifically rejected by the Terms of this Agreement. For clarity, execution of a Customer Purchase Order shall be considered an acknowledgement of receipt of said Customer Purchase Order and shall not be deemed to satisfy the terms of Section 16 Amendments/Supplements of this Agreement.
- **22. COUNTERPARTS.** The Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- **23. SURVIVAL.** All provisions of this Agreement, which by their nature should survive termination of this Agreement, will so survive for the applicable statute of limitations period.
- **24. NOTICE.** Any communication or notice hereunder must be in writing and will be deemed given and effective: (i) when delivered personally with proof of receipt; (ii) when sent by e-mail; (iii) when delivered by overnight express; or (iv) 3 days after the postmark date when mailed by certified or registered mail, postage prepaid, return receipt requested and addressed to a Party at its address for notices. Each Party's address for notices is stated on the SOW. Such address may be changed by a notice delivered to the other Party in accordance with the provisions of this Section.
- **25. DISPUTES.** In the event of any dispute arising in the performance of this Agreement, Centurisk and the Customer will seek to resolve such dispute through good faith, amicable discussions, and negotiations. In any action at law or in equity to enforce or interpret the terms of this Agreement, the prevailing Party will be entitled to recover its reasonable attorneys' fees and costs, in addition to any other relief ordered by the court. Such fees and costs will include those incurred in connection with the



enforcement of any resulting judgment or order, and any post judgment order will provide for the right to receive such attorneys' fees and costs.

26. COUNSEL. By acceptance of this Agreement, each of the Parties acknowledges and agrees that it has had an opportunity to consult with legal counsel and that it knowingly and voluntarily waives any right to a trial by jury of any dispute pertaining to or relating in any way to the transactions contemplated by the Agreement, the provisions of any federal, state, or local law, regulation, or ordinance notwithstanding.

IN WITNESS WHEREOF, the Parties have executed this Agreement through their duly authorized representative(s).

Centurisk	Customer	
Name:	Name:	
Title:	Title:	
Sign:	Sign:	
Date:	Date:	



Attachment 1 - Professional Services Terms

1. Services / SOW

- **A.** Centurisk will perform the professional services ("Services") described in the SOW. The terms of this Attachment 3 shall control any additional or future SOWs that may be executed by the Parties during the Term of the Agreement. No SOW shall be of any force and effect unless and until executed by both Centurisk and Customer.
- **B.** Changes to Services/SOW shall require Centurisk' approval and all modifications to costs and schedule shall only be valid if included in a written Change Order signed by both Parties.

2. Price and Payment Term

- **A.** Each SOW will either be on a time and material basis or a fixed price basis, specified in the SOW. The SOW will include a definitive list of "Deliverables" that must be completed by Centurisk. In some instances, the SOW will include a date by which "Deliverables" must be completed.
- **B.** In the event that Services result in greater Centurisk duties than contemplated by the SOW, Customer will work closely and in good faith with Centurisk to modify the SOW to ensure that the Customer's requirements are addressed, and Centurisk' fees shall be adjusted to reflect increased Customer requirements.
- **C.** Unless specifically addressed in the SOW, all travel and expenses incurred will be extra and billed at the time of incurrence.
- **D.** Invoiced amounts are due and payable 30 days from the date of the invoice. The preferred means of payment is electronic funds transfer (EFT). EFT payments can be accomplished as either a Funds Transfer (Fed Wire) or Direct Deposit (ACH). All payments shall be made in United States Dollars without deduction for any taxes or withholding or other offset.
- E. Services may be invoiced upon completion of Milestones as set forth in the SOW or SOW. Notwithstanding the invoicing described in the SOW or SOW, for Professional Services invoices shall be sent either monthly as rendered or upon completion of milestones (as defined in the SOW included in the Order) and include charges defined in the SOW unless otherwise specifically stated in the Order form. Hardware is invoiced upon shipment. The pricing on the SOW is based upon the quantities listed at the time of purchase.
- **F.** Upon termination for whatever reason and regardless of the nature of the default (if any), Customer agrees to pay Centurisk in full for Services provided to Customer up to and including the date of termination under this Agreement within 30 days of the invoice date.
- G. Centurisk reserves the right to apply a late payment charge of 1.5 % per month, or the



maximum rate permitted by law if lower, to amounts outstanding more than 30 days after the date of the invoice and Centurisk retains the right, in Centurisk' sole discretion and in addition to its other rights and remedies, to cease further performance of the SOW.

H. Bill to Address. The invoice will be mailed to the Customer address on the SOW unless otherwise indicated in the SOW.

3. Resources to be Provided by Customer

- **A.** Customer shall provide, maintain, and make available to Centurisk, at Customer's expense and in a timely manner, the resources described in this Section 3, the SOW, and such other additional resources as Centurisk may from time-to-time reasonably request in connection with Centurisk performance of the Services. Delays in the provision of these resources may result in delays in the performance of the Services, or an increase in the Price.
- **B.** Customer will designate qualified Customer personnel or representatives to consult with Centurisk on a regular basis in connection with the Services. Customer will furnish such documentation and other information as is reasonably necessary to perform the Services.
- **C.** Customer shall furnish access to Customer's premises, and appropriate workspace for any Centurisk personnel working at Customer's premises, as necessary for performance of those portions of the Services to be performed at Customer's premises.
- **D.** Customer shall meet all assumptions noted In the SOW.
- **Subcontractors** Centurisk may engage subcontractors to assist in performing Services without the prior written consent of Customer; provided, Centurisk shall supervise such sub-contractors, and the Services performed by them to the same extent as if Centurisk performed the work.

5. Confidentiality

- **A.** Because either Party may have access to information of the other Party that the other Party considers to be confidential or proprietary ("Confidential Information"), each Party will maintain all Confidential Information in confidence and will use it solely in the discharge of its obligations under this Agreement and any applicable SOW. Nothing herein will be deemed to restrict a Party from disclosing Confidential Information to its employees and subcontractors in the discharge of such obligations.
- **B.** Confidential Information will not include information that (i) is, or becomes, generally known or available through no fault of the, recipient; (ii) is known to the recipient at the time of its receipt from the disclosing Party; (iii) the disclosing Party provides to a third party without restrictions on disclosure; (iv) is subsequently and rightfully provided to the recipient by a third party without restriction on disclosure; (v) is independently developed by the recipient, without reference to the disclosing Party's Confidential Information; or (vi) is required to be disclosed pursuant to a governmental agency or court subpoena, provided the recipient



- promptly notifies the disclosing Party of such subpoena to allow it reasonable time to seek a protective order or other appropriate relief.
- **C.** Because of the unique nature of the Confidential Information, each Party agrees that the disclosing Party may suffer irreparable harm in the event the recipient fails to comply with its obligations under this Section 5, and that monetary damages may be inadequate to compensate the disclosing Party for such breach. Accordingly, the recipient agrees that the disclosing Party may, in addition to any other remedies available to it, be entitled to injunctive relief.

6. Intellectual Property

- **A.** Customer and Centurisk shall each retain ownership of, and all right, title, and interest in and to, their respective pre-existing Intellectual Property.
- **B.** The Services performed, code developed, and any Intellectual Property produced pursuant to this Agreement are not "works for hire."
- **C.** As used herein, "Intellectual Property" shall mean inventions (whether or not patentable), works of authorship, trade secrets, copyright, techniques, know-how, ideas, concepts, algorithms, and other intellectual property incorporated into any SOW or Deliverable whether or not first created or developed by Centurisk in providing the Services.
- D. Notwithstanding any order of precedence language or other conflicting terms and conditions contained in any document considered to be part of this Agreement, regardless of incorporation method, the terms of this Section 6. Intellectual Property shall take precedence over any/all conflicting terms and conditions located elsewhere, and any conflicting terms are specifically objected to and rejected by Centurisk.
- **Non-Solicitation**. During the term of this Agreement, and for 1 year thereafter, Customer shall not solicit the employment of, or contract for the services of, any person who is/was an employee, agent, or subcontractor of Centurisk during the term of this Agreement. Nothing in this section shall prohibit Customer from placing a bone fide public advertisement for employment which is not specifically targeted at Centurisk employees and Customer shall not be restricted from hiring any such person who responds to any such general solicitation or public advertisement so long as no direct solicitation of such person has occurred.
- **8. Termination for Default**. Either Party may terminate any SOW if (i) the other Party fails to perform a material obligation of the SOW and such failure remains uncured for a period of 30 days after receipt of notice from the non-breaching Party specifying such failure; or (ii) a Party ceases to conduct business, becomes or is declared insolvent or bankrupt, is the subject of any proceeding relating to its liquidation or insolvency which is not dismissed within 90 days or makes an assignment for the benefit of creditors. In addition, Centurisk may terminate any SOW effective immediately upon written notice to Customer if Customer fails to make any payment in full as and when due hereunder. Termination of a SOW shall not



terminate this Agreement. Upon termination for whatever reason and regardless of the nature of the default (if any), Customer agrees to pay Centurisk the full value for all goods and/or services provided to Customer up to and including the date of termination.

- **9. Termination for Convenience**. Notwithstanding any other provision in this Agreement, either Party may terminate a SOW by providing a 90-day notice of intent to terminate the SOW.
- **10. Effect of Termination**. The Terms of this Agreement shall survive for any SOW which is still pending at the time of termination until the conclusion of the SOW.

11. Professional Services Limited Warranty

- A. Centurisk warrants that the Professional Services provided under an SOW or a SOW authorized under this Attachment 3 shall be performed with that degree of skill and judgment normally exercised by recognized professional firms performing the same or substantially similar services. In the event of any breach of the foregoing warranty, provided Customer has delivered to Centurisk timely notice of such breach as hereinafter required, Centurisk shall, at its own expense, in its discretion either (1) re-perform the non-conforming Services and correct the non-conforming Deliverables to conform to this standard; or (2) refund to Customer that portion of the Price received by Centurisk attributable to the non-conforming Services and/or Deliverables. No warranty claim shall be effective unless Customer has delivered to Centurisk written notice specifying in detail the non-conformities within 90 days after performance of the non-conforming Services or tender of the non-conforming Deliverables. The remedy set forth in this Section 11 (a) is the sole and exclusive remedy for breach of the foregoing warranty.
- B. CENTURISK SPECIFICALLY DISCLAIMS ANY OTHER EXPRESS OR IMPLIED STANDARDS, GUARANTEES, WARRANTIES OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, AND ANY WARRANTIES THAT MAY BE ALLEGED TO ARISE AS A RESULT OF CUSTOM OR USAGE, ANY WARRANTY OF ERROR-FREE PERFORMANCE, OR ANY WARRANTY OF THIRD-PARTY PRODUCTS, OR FUNCTIONALITY OF THE CUSTOMER'S HARDWARE, SOFTWARE, FIRMWARE, OR COMPUTER SYSTEMS.
- C. Customer represents and warrants to Centurisk that Customer has the right to use and furnish to Centurisk for Centurisk use in connection with this Agreement any information, specifications, data or Intellectual Property that Customer has provided or will provide to Centurisk in order for Centurisk to perform the Services and to create the Deliverables identified in the SOW.
- **11. Relationship of Parties**. Centurisk is an independent contractor in all respects with regard to any Professional Services. Nothing contained in this Agreement shall be deemed or construed to create a partnership, joint venture, agency, or other relationship other than that of contractor and Customer.

AGENDA ITEM	12.(c)
MEETING DATE	February 5, 2025

SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

	GO	VERNING DUAK	DAC	JENDA HEMI
TO:	Members of the Governing Board			
SUBJECT:	CONTRACT APPROVAL WITH DANNIS WOLIVER KELLEY (DWK) FOR LEGAL SERVICES FOR FISCAL YEARS 2024-2026			
REQUESTED ACT	<u>ION</u> :			
☐ Information ☐ Consent		⊠Approval ⊠Non-Consent		
SUMMARY: Board approval is reque years 2024-2026.	ested to ap	prove the two-year ag	green	nent with DWK for legal services for the fiscal
	ers and Of	Counsel; \$245-315 p	er ho	0 per hour for Shareholder Emeritus; \$265-395 pur for Special Counsel; \$130-195 per hour for hourly rate will be \$485.
There will be no change	s to the bil	ling ranges during the	2024	4-2026 years.
Basic skills edu Workforce dev Transfer-level	nts achiev acation elopment	e their educational, pand training	profe	ssional and personal goals
Ed Code: N/A		Board Policy:	N/A	Estimated Fiscal Impact: N/A
SUPERINTENDENT'S	RECOMM	IENDATION:		
Susa Vice President, Fin	n Wheet	ministration		
PRESENT 4000 Suisu	TER'S NAM In Valley Ro I, CA 94534	ME oad		
AD	DRESS			Kellie Sims Butler
(707)	864-7209			Superintendent-President
TELEPHO	NE NUME	BER		
	n Wheet	• • , ,•		F.1 5 2025
Vice President, Fin				February 5, 2025 DATE APPROVED BY
				SUPERINTENDENT-PRESIDENT
	y 24, 2025	TO.		
DATE SHI	3MITTED	TO		

 ${\bf SUPERINTENDENT\text{-}PRESIDENT}$



Attorneys at Law

CLARISSA R. CANADY

Attorney at Law ccanady@DWKesq.com

San Francisco

January 14, 2025

VIA EMAIL

Kellie Sims Butler, Ph.D., Chancellor/President Solano Community College District 4000 Suisun Valley Road Fairfield, CA 94534

Re: 2024-2026 Agreement for Professional Services

Dear Dr. Butler:

For almost five decades, DWK has provided quality legal advice and wise counsel to California school and community college districts. Our reward in this worthy endeavor is 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 confronted and overcome a multitude of challenges from the local to the global 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 continue to support you with our full range of expertise to provide excellent education programs to millions of California students even in the face of a mercurial economy.

Attached is our Agreement for Professional Services for the 2024/2025 and 2025/2026 school years ("Agreement"). Our rate ranges have remained unchanged since 2022. With this Agreement, the top end of our attorney rate ranges is increasing by approximately five percent (5%) with one attorney's rate (Greg Dannis) increasing by eight percent (8%). Non-attorney rates (i.e., law clerks and paralegals) are also increasing by up to eight percent (8%). We agree to maintain these ranges for the two-year term of our Agreement. This means there will be no changes to the billing ranges during this time period; however, individual attorney hourly rates may be adjusted within the existing ranges during the term of the Agreement.

We look forward to serving the District in the coming school years 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

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 1750 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

EAST BAY

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

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into on April 26, 2024, 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, 2024, through and including June 30, 2026, and continuing thereafter as approved. Any services performed during the period between the above commencement date and the date of governing board action approving this Agreement are hereby ratified by said governing 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. Nothing in this Agreement and nothing in Attorney's statements to District should be construed as a promise or guarantee about the outcome of any matter.

<u>DISTRICT DUTIES.</u> 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 at the following hourly rates: three hundred ninety-five dollars (\$395) to four hundred seventy-five dollars (\$475) for Shareholder Emeritus; two hundred sixty-five dollars (\$265) to three hundred ninety-five dollars (\$395) for Shareholders and Of Counsel; two hundred forty-five dollars (\$245) to three hundred fifteen dollars (\$315) for Special Counsel; one hundred ninety-five dollars (\$195) to two hundred seventy-five dollars (\$275) for Associates; one hundred thirty dollars (\$130) to one hundred ninety-five dollars (\$195) for Law Clerks; and one hundred thirty dollars (\$130) to two hundred ten dollars (\$210) per hour for Paralegals. Rates for individual attorneys and paralegals may vary within the above ranges depending on the level of experience and qualifications and the nature of the legal services to be provided with the exception of Greg Dannis whose hourly rate shall be \$485.

Agreements for fees for legal services at other than the hourly rates 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 District 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 a District matter, or while attending meetings with or for District, it may be necessary for Attorney to concurrently 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 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). 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. Any discount received on such services is passed along to District by Attorney.

District further agrees to pay third parties, 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. District will reimburse Attorney for such costs or may, upon agreement of District and Attorney, advance payment to 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 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'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.

ARBITRATION OF FEE DISPUTE. In order to avoid litigation in the event of any dispute concerning billings, it is agreed that any such dispute shall be submitted exclusively to binding arbitration before the American Arbitration Association. The arbitrator shall determine the rights and obligations of the parties according to the substantive and procedural laws of California. You acknowledge that by agreeing to arbitration, you are giving up the right to a jury trial. Judgement on any arbitration award may be entered by any court of competent jurisdiction.

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 comply with any applicable fingerprinting, background check, vaccine, or testing requirements.

CONSENT TO USE OF ELECTRONIC COMMUNICATION AND CLOUD SERVICES.

To provide District with efficient and convenient legal services, Attorney will communicate and transmit documents using electronic communication services. Because electronic communication 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 use of electronic communication services 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.

FILE RETENTION. Attorney will retain files related to representation of District for a minimum period of seven (7) years after the conclusion of the Attorney's services for District. During this period, Attorney may retain such files exclusively in digital format and may destroy original paper documents provided by the District after they are digitized unless requested by the District to return the originals. At the expiration of the seven (7)-year period, Attorney may destroy such files, including paper or digital copies, unless

District notifies Attorney in writing that District wishes to take possession of them. Attorney agrees to provide a digital copy of all files related to representation of District upon District's request, excluding Attorney's internal files (e.g., administrative records and attorney work product, including drafts, notes, internal memoranda, and research prepared for Attorney's internal use) which are the Attorney's property.

PRIVACY NOTICE OF COLLECTION OF PERSONAL INFORMATION. Attorney respects the District's privacy and aims to be transparent with District. For this reason, Attorney has adopted a privacy policy that describes all the information Attorney collects from or about District employees in the course of providing the District with legal services, as well as how Attorney uses this information and how long Attorney will retain it. Attorney's privacy policy, which also describes the District's rights as a consumer under applicable law, is accessible on Attorney's website at https://www.dwkesq.com/ccpa/. The terms and disclosures of this privacy policy are incorporated herein, and the signature on the agreement below confirms that District has read or will read Attorney's privacy policy. If the District has any questions regarding Attorney's privacy policy or its rights, the District should email Attorney at DataSecurity@dwkesq.com.

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.

Dr. Kellie Sims Butler
Chancellor/President

DANNIS WOLIVER KELLEY

Clarissa R. Canady
Attorney at Law

At its public meeting of ________, 2025, the District's governing board approved this Agreement and authorized the Board President, Superintendent or Designee to execute

this Agreement.

SOLANO COMMUNITY COLLEGE DISTRICT

AGENDA ITEM	12.(d)
MEETING DATE	February 5, 2025

SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board			verning Board		
SUBJECT:		MANAGED SERVICE AGREEMENT BETWEEN SOLANO COMMUNITY COLLEGE AND TRIUMPH PROTECTION GROUP TO PROVIDE ADDITIONAL PUBLIC SAFETY SUPPORT			
REQUESTED ACT	<u>ION</u> :				
☐Information ☐Consent	OR OR	⊠Approval ⊠Non-Consent			
afety at the Vallejo C an. 21, 2025 to June 3 A copy of the agreeme STUDENT SUCCES	enter to 80, 2025 ent is att S IMPA ats achievaction elopme	mitigate vandalism in 5. Eached ACT: eve their educational, put and training	ned security assistance in support of campus in the off-hours. Terms of the contract are from professional, and personal goals		
Ed. Code: NA		Board Policy: NA	Estimated Fiscal Impact: \$70,840.00		
SUPERINTENDENT'S	RECOM	IMENDATION:	□ APPROVAL □ DISAPPROVAL □ NOT REQUIRED □ TABLE		
V.P., Finance PRESENT 4000 Suisu	ER'S N	AME Road			
AD	DRESS		Kellie Sims Butler, Ph.D. Superintendent-President		
ТЕСЕРНО	n Wheet	MBER	February 5, 2025		
VICE PRESID			DATE APPROVED BY		
Januar DATE SUR SUPERINTEND		D TO	SUPERINTENDENT-PRESIDENT		

Triumph Agreement with Solano Community College



Services Agreement

Client Contact Details

Client Information:	
Client Name	Solano Community College
Project Number	23-000789
Service Start Date	01/20/2025
Point of Contact Name	Susan Wheet (VP of Finance and Administration)
Point of Contact Phone Number	(707)864-7209
Point of Contact Email	susan.wheet@solano.edu
Security Property/Site Name	Vallejo Center
Property/Site Address	545 Columbus Parkway, Vallejo, CA 94591
Client Billing Information:	
Billing Contact Name	Accounts Payable
Billing Address	4000 Suisun Valley Road, Vacaville ,CA 95688

Billing Email	accountspayable@solano.edu
Billing Phone Number	(707)864-7000
Type of Services:	Triumph Security and Patrol Service Agreement

Triumph Protection Group Details

Company Name	Triumph Protection Group, Inc.
Billing Address	853 Cotting Court, Suite D, Vacaville, CA 95688
Representative	Frank Wolverton
Email Address	accounting@triumphprotection.com
Phone Number	(800) 224-0286
Fax Number	(707) 471-6573
Website	www.triumphprotection.com

Services

This Services Agreement (the "Agreement") is made effective as of 01/20/2025 ("Effective Date"), by and between TRIUMPH PROTECTION GROUP, INC., a California corporation, with its principal office located at 853 Cotting Court, Suite D, Vacaville, CA 95688 ("Triumph") and Solano Community College, a CA Corporation, with its principal office located at 4000 Suisun Valley Road, Vacaville, CA 95688 ("Client"). Triumph and Client may be individually referred to herein as "Party" or collectively as "Parties".

Company name

Triumph Protection Group, Inc.

Company address

853 Cotting Court, Suite D Vacaville, CA 95688

Hereinafter referred to as

Sender

Company name

Solano Community College

Company address

4000 Suisun Valley Road Fairfield, CA 94534

Hereinafter referred to as

Recipient



RECITALS

The Parties enter into this Agreement based on the following facts, understandings, and intentions:

- A. Triumph provides private security and patrol services and is licensed to provide these services in various states, including CA.
- B. Client wishes to engage Triumph to provide services at various locations ("Locations") that are more fully described in this Agreement and the applicable Statements of Work (defined below) ("Services").
- C. The Parties now wish to enter into this Agreement to record the terms of the provision of services by Triumph to the Client.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and intending to be legally bound, the Parties hereto agrees as follows:

1. SERVICES

- 1.1. The Client hereby engages Triumph, and Triumph hereby accepts such engagement to serve as an independent contractor to provide the Services to the Client on the terms and conditions set forth in this Agreement and the associated Statement(s) of Work at the Locations set forth in the applicable Statement(s) of Work. Triumph shall have exclusive control over the method and manner of performance of all Services.
 - The detailed description of the Services shall be set forth on a detailed statement of work ("Statement of Work" or "SOW"). For Security Services, this shall include the specific number of security Officers per Location and per shift; the hours of coverage; the number of supervisory or other management personnel deployed to oversee the performance of the Services; and the current hourly rate(s) of the applicable personnel. "Security Officers" means one or more employee(s) or contractors of Triumph who will perform the Services. If applicable, the SOW shall specify the breakdown of charges for standard or regular Security Officer services, charges for emergency or unscheduled services, and charges for specialized Security Officers to be used for special events.
- 1.2. The Parties may execute subsequent Statement(s) of Work to change or update the details of services and payment terms recorded in a previous SOW or to add additional Services. Each Statement of Work executed by the Parties shall be sequentially numbered and appended to this Agreement. The applicable Statement(s) of Work and this Agreement shall constitute the entire agreement for providing the Services.
- 1.3. Should the Client cancel Services on a scheduled day(s), Client guarantees Triumph:
 - Security Officers: payment of equivalent to 8 hours per Security Officer, per day of cancellation.

In the event of any absence of a Patrol Officer or Security Officer on a scheduled day of Service, Triumph will provide an immediate replacement of equal caliber and training. Triumph, its managers and supervisors will be available Twenty-Four (24) hours per day, seven (7) days a week, to respond to any incidents and/or any unusual circumstances that may occur during the performance of the Services.

1.4. In the event of an "emergency situation" where Triumph is required to deploy Security Officers and /or Patrol Officers in addition to those already agreed in Statement(s) of Work, Triumph will invoice Client for the additional Services provided by such additional Patrol Officers and/or Security Officers at 1.5 times the agreed rate. As referred to herein, an "emergency situation" means any situation where Client requests Triumph to deploy additional Security Officers at any of its Locations with less than Twenty-Four (24) hours' notice.

2. SECURITY OFFICERS

- 2.1. Triumph warrants that Services provided hereunder shall be performed by Security Officers licensed by the State of California Department of Consumer Affairs Bureau of Security and Investigative Services. The services will be performed with the competency consistent with applicable industry standards and by Security Officers with the qualifications reasonably necessary to perform the Services. Nothing shall be constructed to suggest that Triumph or the Security Officers are compelled, required, contracted or willing to protect the life, lives, or property of persons unless otherwise agreed in this Agreement.
- 2.2. Triumph is responsible for hiring, training, supervising, and providing uniforms, badges, and necessary equipment to the Security Officers. Client acknowledges and agrees that Triumph shall have the right, in its sole discretion, to remove or reassign Security Officers to provide the Services hereunder. Client may request, in writing, that Triumph replace a Security Officer by providing the reason for the replacement request. If Triumph agrees with the reason provided, Triumph will provide a replacement Security Officer as soon as commercially possible.
- 2.3. Triumph will be responsible for the supervision and control of Security Officers. In the event the Client assumes any supervision of the Security Officers, the Client shall be solely liable for any and all consequences that may occur from Security Officers' performing such actions as directed by the Client. In the event of any such instances, Client will indemnify and defend Triumph as provided in Section 9 of this Agreement.
- 2.4. No Security Officer shall be armed with firearms or other lethal weapons while performing the Services except with the prior written consent of the Client. Triumph's security officers shall cooperate with the Vallejo Police Department and other law enforcement agencies that have authority to act in any of the Locations. Such cooperation shall include filing reports of incidents and calling in law enforcement officers for incidents or events requiring assistance from or intervention by a law enforcement officer.

3. LOCATIONS

- 3.1. The Client shall provide Triumph with access to the Locations for the performance of the Services. Client shall provide the Security Officers and Patrol Officers, as applicable, with adequate parking spaces to park their vehicles at the Locations. The Security Officers and Patrol Officers shall have access to basic facilities at the Locations, including a water fountain for drinking water and a restroom.
- 3.2. In the event the Locations are subject to special rules, regulations and /or bylaws, then the Client will provide Triumph with a copy of such special rules, regulations and/or bylaws applicable to the Locations. Client will inform Triumph anytime there is an update to the rules and /or bylaws and provide Triumph with a copy of the update.

4. FEES AND EXPENSES

- 4.1. As compensation for the performance of the Services, the Client shall pay Triumph the fees at the rates set forth in the applicable SOW (the "Fees"). On each anniversary of the first day of the first full month following the Effective Date, all Fees shall increase five percent (5.0%) over the previous year.
- 4.2. The Client shall pay all undisputed Fees NET30 of receipt of an invoice from Triumph ("Due Date"). All invoices shall be sent by Triumph to the Client's address or email provided in this Agreement.
 Payment methods accepted by Triumph are check, money order, cashiers' check, ACH (if agreed upon by both Parties), and credit card. Credit card payments will incur a 3.5% surcharge for administrative costs in processing such payments.



- 4.3. If the Client does not pay the Fees by the Due Date, Client shall be liable to pay late charges which shall be equal to 1.5% of the amounts due, subject to the maximum late charges permitted to be collected under applicable law. Triumph may, in its sole discretion, suspend all Services on Seven (7) days written notice to Client until the amounts outstanding are paid in full. Discontinuation of Services by Triumph will not release Client from any financial obligations due under the terms of this Agreement.
- 4.4. In the event of a billing dispute and within thirty (30) days of the date of the disputed Invoice, Client shall provide a summary of the dispute in writing together with supporting documentation to accounting@triumphprotection.com or to Billing at the address specified herein for Notice. However, Client must pay all undisputed amounts. Triumph will investigate the dispute and provide a written response to Client within sixty (60) days of Notice. The Parties agree to reasonably work together in a timely manner to resolve any such billing disputes. Client waives all rights to dispute charges after the 30-day billing dispute notice period.

RELATIONSHIP OF PARTIES 5.

- 5.1. Triumph is an independent contractor of the Client, and this Agreement shall not be construed to create any association, partnership, joint venture, employment, or agency relationship between Triumph and the Client for any purpose. Neither Party shall have the authority (and shall not hold itself out as having authority) to bind the other Party in any manner or any agreements or representations on behalf of the other Party, without the other Party's prior written consent.
- 5.2. Each Party shall be solely responsible for the supervision, direction and control of its employees and contractors and payment all wages, overtime, or other compensation to its employees and contractors and for withholding and paying all applicable taxes related to the employment of its workers in compliance wit federal, state and local wage and hour laws, and all laws, rules, and regulation regarding the filing of reports and payment of social security, withholding and income taxes. Under no circumstances shall the employees of one Party be deemed to be employees of the other Party for any purpose.

6. REPRESENTATION AND WARRANTIES OF CLIENT

The Client hereby represents and warrants to Triumph as follows:

- 6.1. Organization and Qualification. Client is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation, has the entity power and authority to carry on its business and to enter into and perform its obligations under the Agreement.
- 6.2. Information: All information provided by the Client to Triumph with respect to the transaction contemplated in this Agreement is true and correct in all respects.
- 6.3. Due Authorization. The execution, delivery, and performance of the Agreement by the Client (i) has been duly authorized by all necessary action, (ii) does not contravene any Regulation or any governmental order, (iii) does not contravene any provision of such its organizational documents, and (iv) does not violate any other agreement or instrument by which it is bound.
- 6.4. Litigation. There is no action pending or threatened against the Client, which purports to affect the performance of its obligations under the Agreement.
- 6.5. Restrictive Agreements. The Client is not a party to or subject to any agreement or restriction that may have a material adverse effect on its ability to fulfill its obligations under this Agreement.
- 6.6. <u>Laws</u>. The Client is in compliance with all applicable federal, state and local employment and labor laws.



7. INDEMNIFICATION

- 7.1. The Client shall defend, indemnify, and hold harmless Triumph and its affiliates, officers, directors, employees, subcontractors, agents and/or representatives from and against any and all claims, actions, liabilities, demands, losses, damage, judgment, costs and expenses or other obligation or right of action, including without limitation reasonable attorneys' fees incurred by Triumph, which may arise as a result of:
 - 7.1.a. Breach of any provision of this Agreement by the Client or Client's employees or subcontractors;
 - 7.1.b. Misrepresentation or breach of any representation or warranty by the Client to Triumph, or to any third-party;
 - 7.1.c. Client's failure to comply with any applicable law or regulation;
 - 7.1.d. Death or bodily injury of any person, to the extent that such death or bodily injury was caused by the Client's gross negligence or willful misconduct; or
 - 7.1.e. Anything done or omitted to be done through the negligence, default, or misconduct of the Client or of its affiliate, officers, directors, employees, subcontractors, agents and/or representatives.
- 7.2. Client waives all rights of recovery against Triumph for damages to the Locations, or loss to Client as a result of provision of Services by Security Officers providing Services under this Agreement unless arising solely from the criminal or willful misconduct of Triumph or its employees. In the event of allegation of theft by a Security Officer, Client waives all right of recovery against Triumph unless (a) Triumph is notified in writing of such allegations within forty-eight (48) hours of discovery that a theft as allegedly occurred, (b) the Client fully cooperates with Triumph in the investigation of the facts, (c) the Client presses formal charges, and (d) the Client obtains a conviction.
- 7.3. For purposes of this Section 7, the Client shall be responsible for the actions, or failure to act, of its affiliates, officers, directors, employees, agents, representatives and clients whose inactions, actions or activities are, either directly or indirectly, under or subject to the reasonable control of the Client.

8. LIMITATION OF LIABILITY

- 8.1. NEITHER PARTY NOR THEIR OFFICERS, EMPLOYEES, AFFILIATES, DIRECTORS, AGENTS, EMPLOYEES, SUPPLIERS OR LICENSORS SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL, PUNITIVE OR OTHER SIMILAR DAMAGES, INCLUDING LOSS OF PROFITS, SALES, OR BUSINESS, BUSINESS INTERRUPTIONS, FAILURE TO REALIZE EXPECTED SAVINGS, RELATED TO THE SERVICES OR THIS AGREEMENT, EVEN IF THE PARTY COULD REASONABLY FORESEE OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EACH PARTY ACKNOWLEDGES AND AGREES THAT THE ESSENTIAL PURPOSE OF THIS PROVISION IS TO ALLOCATE THE RISKS UNDER THIS AGREEMENT BETWEEN THE PARTIES AND LIMIT POTENTIAL LIABILITY GIVEN THE AMOUNTS INVOICED AND PAID, WHICH WOULD HAVE BEEN SUBSTANTIALLY HIGHER IF TRIUMPH WERE TO ASSUME ANY FURTHER LIABILITY OTHER THAN AS SET FORTH HEREIN. TRIUMPH HAS RELIED ON THESE LIMITATIONS IN DETERMINING WHETHER TO PROVIDE THE CLIENT THE SERVICES DETAILED IN THIS AGREEMENT.
- 8.2. Except for the obligations of indemnity under this Agreement, acts of fraud or payment of the invoices that are due under this Agreement, neither Party's liability arising out of or in connection with their obligations under this Agreement shall exceed the sum of fees paid by the Client to Triumph during the previous six (6) months.

9. **INSURANCE**

- 9.1. Triumph shall maintain the following insurance coverages:
 - 9.1.a. Worker's Compensation Coverage for its Security Officers in the sum of One Million Dollars (\$1,000,000.00) for each occurrence.
 - 9.1.b. General Liability Insurance in the sum of Five Million Dollars (\$5,000,000.00) for each occurrence.
 - Errors & Omissions and Automotive Liability Insurance, which includes liability, false arrest, 9.1.c. unlawful detention, wrongful entry, and slander. If requested by the Client in any Statement of Work, the Client, its employees, officers and directors may also be named as additional insureds.
- 9.2. If Client requires the Patrol Officers and/or Security Officers to drive a vehicle for the provision of Services hereunder, other than the Patrol Officers' or Security Officers' own personal vehicle or vehicle furnished by Triumph, Client shall ensure that its insurance is the primary instrument of insurance for such vehicle. Client shall maintain in full force and effect, at its own cost and expense, Automobile, Comprehensive, Fire and Theft, Collision Liability Insurance on the Client's vehicle(s). Client further agrees that it will waive all rights of recovery from Triumph and indemnify and hold harmless and defend Triumph its officers, directors, subcontractors, agents, , and employees, from all such losses, claims, suits, damages, thefts, and expenses which may arise out of the authorized or permitted use of Client's vehicle(s) unless solely caused by the gross negligence or willful misconduct of a Security Officer. This provision shall survive the termination of this Agreement.
- 9.3. Client acknowledges that Triumph is not an insurer. The amount paid for Services is for a security service designed to deter certain risk of loss and are not related to the value of life, personal property, or real property protected. Triumph makes no guarantee, implied or otherwise, that no death, injury, damage or loss will occur or that the Services will avert or prevent death, injury, damage or losses.

10. TERM AND TERMINATION

- 10.1. Term of Agreement. The term of this Agreement shall commence as of the Effective Date and shall continue until 06/30/2025, or until all Services have been performed and paid for by Client under any Statement of Work unless sooner terminated in accordance with the terms of this Agreement (the "Initial Term"). The Parties may execute one or more Statement(s) of Work to extend the Initial Term of this Agreement ("Additional Term(s)"). 'Initial Term' and all subsequent 'Additional Term(s)' are collectively referred to as the "Term" of the Agreement.
- 10.2. <u>Termination of Agreement for Convenience</u>. Notwithstanding any other provision in this Agreement, either Party ("Terminating Party") may terminate this Agreement at any time for the convenience provided that the Terminating Party delivers to the nonterminating party ("Non-Terminating Party") thirty (30) days' prior written notice of its intention to do so.
- 10.3. Payment upon Termination for Convenience. If Client terminates this Agreement for convenience under Section 10.2, Client shall nonetheless pay Triumph for Services which were agreed to be performed through the date of termination (i.e. through the thirty (30) day prior written notice term).
- 10.4. Termination of Agreement with Cause. Notwithstanding any other provision in this Agreement, Terminating Party may terminate this Agreement effective immediately upon delivery of written notice of termination to the Non-Terminating Party if:

- 10.4.a. Non-Terminating Party commits a material breach of this Agreement (which includes non-payment of undisputed amounts due in a timely manner) and fails to rectify the situation within seven (7) calendar days after receiving a written notice of the breach or consistent failure to perform from the Terminating Party.
- 10.4.b. Non-Terminating Party takes any material action which is intended or would reasonably be expected to lead to unwanted or unfavorable publicity of the Terminating Party, and which substantially harms the goodwill and the reputation of the Terminating Party.
- 10.4.c. Non-Terminating Party becomes insolvent, or a receiver or receiver-manager is appointed for any part of the property of the Non-Terminating Party, or Non-Terminating Party makes an assignment, proposal, or arrangement for the benefit of its creditors or files an assignment in bankruptcy, or any proceedings under any bankruptcy or insolvency laws are commenced against Non-Terminating Party; or
- 10.4.d. Any ruling of any municipal, government or judicial authority which makes it impossible for either Party to perform its obligations under the Agreement.
- 10.5. Payment Upon Termination for Cause. If Client terminates this Agreement under Section 10.4 for causes solely attributable to Triumph, Client shall pay Triumph any amount earned for Services rendered up to the effective date of termination.
- 10.6. Payment upon termination due to causes attributable to Client. If Triumph terminates this Agreement under Section 10.4 for causes attributable to Client, then Client shall nonetheless pay Triumph for Services which were agreed to be performed through the end of the Term, irrespective of the fact that the actual Services are not performed for the entire Term.

11. NON-SOLICITATION

Client acknowledges that Triumph incurs substantial costs in recruitment, screening, and training of its Patrol Officers and Security Officers. Client warrants and agrees that it will not, directly, or indirectly, solicit, employ, offer to employ, or engage as a consultant, any individual working either as an employee or subcontractor, as a Patrol Officer or Security Officer ("Solicited Officer") during his or her employment with Triumph and for a period of One Hundred and Eighty (180) days following the last day on which Triumph last employed the Solicited Officer ("Non-Solicitation Period"). If Client breaches this provision and hires (whether as an employee or as a contractor) a Patrol Officer or Security Officer during this Non-Solicitation Period, Client shall pay Triumph a fee of One Thousand Dollars (\$1,000.00) per month remaining in the Non-Solicitation Period for the Solicited Officer, subject to a maximum of Six Thousand Dollars (\$6,000.00) per Solicited Officer.

12. PROPERTY

Any/all property, equipment, supplies, software, data, reports, etc., furnished by Triumph at the Locations shall remain the property of Triumph. At all times during and after the Term of this Agreement, Triumph shall retain the sole right to install, maintain, and remove such property, equipment, and supplies with reasonable notice to client during normal business working hours.

13. SUB-CONTRACTORS

Triumph may employ sub-contractors to provide the Services to the Client. Triumph agrees to provide the names, locations, and other relevant details of any sub-contractors it proposes to use in connection with the provision of Services under this Agreement.

14. MISCELLANEOUS



- 14.1. Force Majeure. Triumph shall not be responsible for non-performance or delay in performance of this obligations under this Agreement if such performance is prevented, restricted, interfered or delayed due to circumstances beyond its control, including but not limited to fire, flood explosion, epidemic, pandemic, change in laws, accident, act of God, act of terrorism, war, riot, strike, or lockout. In such an event, Triumph will notify the Client in writing, and provide full particulars of the cause or event and the date of first occurrence thereof, as soon as possible after the event and keep the Client informed of any further developments.
- 14.2. Assignment. Neither Party shall assign this Agreement without the prior written consent of the other Party.
- 14.3. Further Assurances. Upon the reasonable request of any Party, the other Party will (a) execute and deliver to the other such other documents, releases, assignments, and other instruments as may be required to effectuate this Agreement; and (b) take all other actions to fulfill the intent and purpose of this Agreement and the transactions contemplated herein.
- 14.4. Notices. Any notice, demand, or other writing of any kind whatsoever which may or shall be given pursuant to this Agreement shall be deemed given and received, and to be effective for all purposes when personally delivered or sent by certified or registered United States mail, postage prepaid, or emailed to the following addresses:

TRIUMPH:	Triumph Protection Group, Inc. 853 Cotting Court, Suite D, Vacaville, CA 95688 Email: accounting@triumphprotection.com
CLIENT:	Solano Community College 4000 Suisun Valley Road, Vacaville, CA 95688 Email: susan.wheet@solano.edu

- 14.5. Entire Agreement/Modification. This Agreement is comprised of this document and the attached Statement(s) of Work and contains the entire understanding between the Parties. In the event of any conflict or discrepancy between this Agreement and any Statement(s) of Work, the terms of this Agreement shall govern unless the language in any Statement(s) of Work indicates that it is the specific intent of the Parties to overrule a particular provision of this document. This Agreement supersedes all previous dealings, communications, understandings, and expectations of the Parties and constitutes the whole agreement with respect to the transactions contemplated hereby, and there are no representations, warranties, conditions, or collateral agreements between the Parties with respect to such transactions except as expressly set out herein. No amendment, modification, supplement, or other purported alteration of this Agreement shall be binding upon a Party unless in writing signed by them or on their behalf by a duly authorized representative(s).
- 14.6. Waiver. The actual or adjudicated waiver of a breach of or failure to insist upon the strict performance of or to seek remedy of any one of the terms or conditions of this Agreement or to exercise any right, remedy, or election set forth herein or permitted by law shall not constitute or be construed as a waiver or relinquishment for the future of such term, condition, right, remedy or election. All rights or remedies specified in this Agreement and all other rights or remedies at law, in equity or otherwise, shall be distinct, separate, and cumulative rights or remedies, and no one of them, whether exercised or not, shall be deemed to be in exclusion of any other right or remedy.
- 14.7. Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but which taken together shall constitute one and the same instrument.



- 14.8. <u>Digital Signatures</u>. Signatures to this Agreement transmitted by facsimile (fax) or in the form of a digital image (including without limitation PDF, JPEG, and/or GIF files or other e-signatures), shall be valid and effective to bind the party so signing; each Party agrees to promptly deliver an execution original to this Agreement with its actual signature to each other party, but a failure to do so shall not affect the enforceability of this Agreement, it being expressly agreed that each Party to this Agreement shall be bound by its own facsimile or scanned signature and shall accept the telecopied or scanned signature of each other Party to this Agreement.
- 14.9. <u>Successors and Assigns</u>. This Agreement shall inure to the benefit of and be binding upon the Parties named herein and their respective heirs, successors, assigns, and personal representatives.
- 14.10. Arbitration. Any dispute arising out of or relating to this Agreement, or its subject matter, may be resolved by binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association ("AAA"). Either Party may send a notice to the other Party of its intention to file a case with the AAA under this Section ("Arbitration Notice"). If the other Party agrees to arbitrate, the arbitration will be conducted in Sacramento, California by a single arbitrator knowledgeable in the commercial aspects of "professional security service" arrangements and shall be governed by the laws of the State of California. The parties will mutually appoint a single arbitrator within thirty (30) days of the Arbitration Notice. If the Parties are unable to agree on an arbitrator, then the AAA will appoint an arbitrator who meets the foregoing knowledge requirements. Once the Parties have agreed to arbitrate, the arbitration award will be final and binding and may be enforced in any court of competent jurisdiction.
- 14.11. <u>Governing Law</u>. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
- 14.12. <u>Jurisdiction and Venue</u>. The Parties hereto irrevocably submit to the exclusive jurisdiction of the courts of the county of Solano, state of California, in any action arising out of or relating to this Agreement, and hereby irrevocably agree that all claims in respect of such action may and shall be heard and determined in such state or federal court. The Parties hereto irrevocably waive, to the fullest extent they may effectively do so, the defense of an inconvenient forum to the maintenance of such action or proceeding and any rights they may have to transfer or change the venue of such action or proceeding. The Parties further agree, to the extent permitted by law, that final and unappealable judgment against any of them in any action or proceeding contemplated above may be enforced in any jurisdiction within the United States by suit on the judgment, a certified copy of which shall be conclusive evidence of the fact and amount of such judgment.
- 14.13. Attorneys' Fees. In the event that an action is brought to enforce any right or obligation arising out of this Agreement, the prevailing Party shall be entitled to recover its reasonable attorneys' fees and other costs incurred in that action or proceeding, including expert witness fees, and any appeal of such action or proceeding, in addition to any other relief to which that Party may be entitled.
- 14.14. <u>Severability</u>. If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, that provision will be enforced to the maximum extent possible and the remaining provisions of this Agreement shall remain in full force and effect. The invalidity of any provision of this Agreement shall not affect the validity of any other.
- 14.15. <u>Joint Negotiation and Drafting</u>. Triumph and Client participated jointly in the negotiation and drafting of this Agreement. In the event that an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring either Triumph or Client by virtue of the authorship of any provisions of this Agreement.



14.16. Legal Representation. Client hereby acknowledges that Client has had an opportunity to obtain independent legal counsel, and that Client's decision to enter into this transaction is a free and voluntary

EEO Statement

Triumph Protection Group, Inc. provides equal employment opportunities to all employees and applicants for employment and prohibits discrimination and harassment of any type without regard to race, color, religion, age, sex, national origin, disability status, genetics, protected veteran status, sexual orientation, gender identity or expression, or any other characteristic protected by federal, provincial, or local laws. Triumph believes that diversity leads to strength. This policy applies to all terms and conditions of employment, including recruiting, hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, compensation, and training.

STATEMENT OF WORK **SECURITY SERVICES**

Date: 11/22/2024	SOW NO.:
Solano Community College	TRIUMPH PROTECTION GROUP, INC.
4000 Suisun Valley Road	853 Cotting Court, Suite D
Vacaville, CA 95688	Vacaville, CA 95688
(707)864-7209	(800) 224-0286
susan.wheet@solano.edu	accounting@triumphprotection.com

This Statement of Work ("Statement of Work") is issued pursuant to Paragraph 2 of the Services Agreement ("Services Agreement") between Client and Triumph with an Effective Date of 01/20/2025, and is hereby made a part of the Services Agreement (together, the "Agreement"). Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Security Agreement.

LOCATION

Location Name:	Vallejo Center
Location Address:	545 Columbus Parkway, Vallejo, CA 94591
Dates:	01/20/2025 to 06/30/2025

SERVICES

Security Officers shall be responsible for providing the following Services:

- Patrol Campus on foot and other means as assigned by College;
- Enforcing College regulations and procedures;
- Providing Security checks of all buildings and College grounds;
- Locking and unlocking of College buildings and secured areas;
- Turning lights on and off;
- Setting alarms in secured areas;
- Writing reports on campus incidents;
- Providing escorts on request;
- Responding to disturbances and resolving conflicts through verbal means or notifying proper law enforcement agency;
- Providing crowd control during College events, demonstrations, or other gatherings;
- Recognizing criminal activities and following proper reporting procedures;
- Maintain logs(s);
- Provide Student/Visitor Information;
- Interacting in a professional manner with the public;
- Expedient and courteous service;
- Patrols at night, checking buildings and for trespassers;
- Observing employees arriving or leaving the facility at darkness early morning, evening, or night.

Holidays

The following holidays will be billed at a rate of 1 ½ times the straight time unless otherwise listed in this agreement:

- New Year's Day
- Martin Luther King, Jr. Day
- Presidents' Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day
- Christmas Day

Security Schedule

Security Schedule: Uniformed Unarmed Agent

Standard Hourly Bill Rate (\$) 35.00	Overtime/Holiday Hourly Bill Rate (\$) 52.50	Double Time Hourly Bill Rate (\$) 70.00



12/15

# of Agents on this schedul e	Standar d Hours per Week	Overtim e/Holida y Hours per Week	Double Time Hours per Week	Mon	Tue	Wed	Thurs	Fri	Sat	Sun
1 per 8- hour shift	88	-	-	2200- 0600	2200- 0600	2200- 0600	2200- 0600	2200-0600	0600- 1400 1400- 2200	0600- 1400 1400- 2200
									2200- 0600	2200- 0600

Security Approximate Cost Itemization

	Summary of Appro	oximate Cost	
Service Item	Weekly	Monthly	Annually
Uniformed Unarmed Agent	\$3,080.00	\$13,346.67	

Signee 1

Representative title

Vice President

Company representative

Frank Wolverton

On behalf of

Triumph Protection Group, Inc.

Fmail

fwolverton@triumphprotection.com

IP Address

2601:204:f301:a9e0:a1a1:f1d0:b5e1:2644

Signed digitally

17 January 2025, 22:12:07 UTC

Signee 2

Representative title

VP of Finance and Administration

Company representative

Susan wheet

On behalf of

Solano Community College

Email

susan.wheet@solano.edu

IP Address

204.17.179.250

Signed digitally

17 January 2025, 22:14:28 UTC

Status: Signed

DOCUMENT TITLE:

Triumph Agreement with Solano Community College

What?	Who?	When?
Signed & sent	susan.wheet@solano.edu	17 Jan 2025 22:14:28 UTC
Signed & sent	(a) fwolverton@triumphprotection.com	17 Jan 2025 22:12:07 UTC

AGENDA ITEM	12.(e)
MEETING DATE	February 5, 2025

SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

TO:	Mambaug of the Cayon	ning Doord
10:	Members of the Gover	ning board
SUBJECT:	APPROVAL TO ENT EIDEBAILLY FOR A	ER INTO AGREEMENT WITH UDITING SERVICES
REQUESTED ACTION	<u>\(\lambda \) : \(\lambda \)</u>	
☐Information Ol	= ''	
SUMMARY:		
Daily Republic, Vacavillesent to known auditing f Wheet, four (4) other emp	e Reporter, and the Vallejo Tirms. A total of five (5) probloyees who have interactions	mber 20 th and November 27th in the Fairfield Times Herald. Additionally, the request was sposals were received and reviewed with VP with the auditing team.
CONTINUED ON NEXT	PAGE	
STUDENT SUCCESS I Help our students a Basic skills educate Workforce develop Transfer-level educ Other:	schieve their educational, prof ion oment and training	essional and personal goals
Government Code: N/A	Board Policy: BP3070	Estimated Fiscal Impact: \$145,500
SUPERINTENDENT'S REC	COMMENDATION:	
Susan Wl Vice President, Finance PRESENTER' 4000 Suisun Va Fairfield, CA	& Administration S NAME alley Road	
ADDRE		Kellie Sims Butler
707 864-7	209	Superintendent-President
TELEPHONE		
Susan Wl Finance & Adm		February 5, 2025
VICE PRESIDENT	TAPPROVAL	DATE APPROVED BY SUPERINTENDENT-PRESIDENT
January 24,		
DATESUR		

SUPERINTENDENT-PRESIDENT

AGENDA ITEM 12.(e) MEETING DATE February 5, 2025

SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

ГО:	Members of the Governing Boar
10.	Members of the Governing bo

SUBJECT: APPROVAL TO ENTER INTO AGREEMENT WITH

EIDEBAILLY FOR AUDITING SERVICES

REQUESTED ACTION:

■Information	OR	⊠ Approval
□ Consent	OR	⊠ Non-Consent

SUMMARY:

CONTINUED FROM PREVIOUS PAGE

All proposals contained and addressed all items listed in the RFP, and after a thorough review, VP Wheet is requesting Board approval to enter into a five-year agreement with EideBailley for auditing services, beginning with the 2024/25 fiscal year for both the financial and Measure Q audits.

Financial Audit pricing:

Year ended June 30, 2025 = \$133,000

Year ended June 30, 2026 = \$140,300

Year ended June 30, 2027 = \$148,100

Year ended June 30, 2028 = \$156,200

Year ended June 30, 2029 = \$164,700

Measure Q Audit pricing:

Year ended June 30, 2025 = \$12,500

Year ended June 30, 2026 = \$12,500

Year ended June 30, 2027 = \$12,500

Year ended June 30, 2028 = \$12,500

Year ended June 30, 2029 = \$12,500

Copies of the engagement letters are attached.



January 17, 2025

Solano Community College District 4000 Suisun Valley Rd. Fairfield, CA 94534

You have requested that we audit the financial statements of the business-type activities and the aggregate remaining fund information of Solano Community College District (the District) as of and for the five-year period beginning July 1, 2024 and ending June 30, 2029, and the related notes to the financial statements, which collectively comprise the District's basic financial statements.

In addition, we will audit the District's compliance over major federal award programs for the five-year period beginning July 1, 2024 and ending June 30, 2029. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter.

Our audits will be conducted with the objectives of our expressing an opinion on each opinion unit and an opinion on compliance regarding the District's major federal award programs. The objectives of our audit of the financial statements are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS), Government Auditing Standards, and/or any state or regulatory audit requirements will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

The objectives of our compliance audit are to obtain sufficient appropriate audit evidence to form an opinion and report at the level specified in the governmental audit requirement about whether the District complied in all material respects with the applicable compliance requirements and identify audit and reporting requirements specified in the governmental audit requirement that are supplementary to GAAS and *Government Auditing Standards*, if any, and perform procedures to address those requirements.

Accounting principles generally accepted in the United States of America (U.S. GAAP), as promulgated by the Governmental Accounting Standards Board (GASB), require that management's discussion and analysis and other required supplementary information be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or

provide any form of assurance on the RSI. The following RSI is required by accounting principles generally accepted in the United States of America. This RSI will be subjected to certain limited procedures but will not be audited:

- 1. Management's Discussion and Analysis
- 2. Schedule of Changes in the District's Net OPEB Liability and Related Ratios
- 3. Schedule of OPEB Investment Returns
- 4. Schedule of the District's Proportionate Share of the Net OPEB Liability MPP Program
- 5. Schedule of the District's Proportionate Share of the Net Pension Liability
- 6. Schedule of the District's Contributions for Pensions
- 7. Notes to Required Supplementary Information

Supplementary information other than RSI will accompany the District's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on the following supplementary information in relation to the financial statements as a whole:

- 1. District Organization
- 2. Schedule of Expenditures of Federal Awards
- 3. Schedule of Expenditures of State Awards
- 4. Schedule of Workload Measures for State General Apportionment Annual (Actual) Attendance
- 5. Reconciliation of Education Code Section 84362 (50 Percent Law) Calculation
- 6. Proposition 30 Education Protection Account (EPA) Expenditure Report
- 7. Reconciliation of Governmental Funds to the Statement of Net Position
- 8. Notes to Supplementary Information

Schedule of Expenditures of Federal Awards

We will subject the schedule of expenditures of federal awards to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the schedule to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on whether the schedule of expenditures of federal awards is presented fairly in all material respects in relation to the financial statements as a whole.

Data Collection Form

Prior to the completion of our engagement, we will complete the sections of the Data Collection Form that are our responsibility. The form will summarize our audit findings, amounts and conclusions. It is management's responsibility to submit a reporting package including financial statements, schedule of expenditure of federal awards, summary schedule of prior audit findings and corrective action plan along with the Data Collection Form to the federal audit clearinghouse. The financial reporting package must be text searchable, unencrypted, and unlocked. Otherwise, the reporting package will not be accepted by the federal audit clearinghouse. We will assist you in the electronic submission and certification. You may request from us copies of our report for you to include with the reporting package submitted to pass-through entities.

The Data Collection Form is required to be submitted within the *earlier* of 30 days after receipt of our auditors' reports or nine months after the end of the audit period, unless specifically waived by a federal cognizant or oversight agency for audits. Data Collection Forms submitted untimely are one of the factors in assessing programs at a higher risk.

Audit of the Financial Statements

We will conduct our audits in accordance with GAAS, the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America, the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and, if applicable, in accordance with any state or regulatory audit requirements As part of an audit of financial statements in accordance with GAAS and in accordance with Government Auditing Standards, Uniform Guidance and/or any state or regulatory audit requirements we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud
 or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that
 is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material
 misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve
 collusion, forgery, intentional omissions, misrepresentations, or the override of controls.
- Obtain an understanding of the system of internal control in order to design audit procedures that are
 appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness
 of the District's internal control. However, we will communicate to you in writing concerning any
 significant deficiencies or material weaknesses in internal control relevant to the audit of the financial
 statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant
 accounting estimates made by management, as well as evaluate the overall presentation of the financial
 statements, including the disclosures, and whether the financial statements represent the underlying
 transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards* of the Comptroller General of the United States of America and/or state or regulatory audit requirements. Please note that the determination of abuse is subjective and *Government Auditing Standards* does not require auditors to detect abuse.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

We will issue a written report upon completion of our audit of the District's basic financial statements. Our report will be addressed to the governing body of the District. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s) to our auditor's report, or if necessary, withdraw from the engagement. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any

reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

We also will issue a written report on state compliance upon completion of our audit.

Audit of Major Program Compliance

Our audit of the District's major federal award program(s) compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended; and the Uniform Guidance and will include tests of accounting records, a determination of major programs in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such an opinion on major federal award program compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the material noncompliance with applicable laws and regulations, the provisions of contracts and grant agreements applicable to major federal award programs, and the applicable compliance requirements occurred, whether due to fraud or error, and express an opinion on the District's compliance based on the audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the District's compliance with the requirements of the federal programs as a whole.

As part of a compliance audit in accordance with GAAS, *Government Auditing Standards*, and/or any state or regulatory audit requirements, we exercise professional judgment and maintain professional skepticism throughout the audit. We also identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks.

Our procedures will consist of determining major federal programs and performing the applicable procedures described in the U.S. Office of Management and Budget *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the District's major programs, and performing such other procedures as we considers necessary in the circumstances The purpose of those procedures will be to express an opinion on the District's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Also, as required by the Uniform Guidance, we will obtain an understanding of the District's internal control over compliance relevant to the audit in order to design and perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the District's major federal award programs.

Our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report. However, we will communicate to you, regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we have identified during the audit.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the District's major federal award programs, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

Management Responsibilities

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance, acknowledge and understand that they have responsibility:

- 1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
- 2. For the design, implementation, and maintenance of the system of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
- 3. For identifying, in its accounts, all federal awards received and expended during the period and the federal programs under which they were received;
- 4. For maintaining records that adequately identify the source and application of funds for federally funded activities;
- 5. For preparing the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with the Uniform Guidance;
- 6. For designing, implementing, and maintaining effective internal control over federal awards that provides reasonable assurance that the District is managing federal awards in compliance with federal statutes, regulations, and the terms and conditions of the federal awards;
- 7. For identifying and ensuring that the District complies with federal laws, statutes, regulations, rules, provisions of contracts or grant agreements, and the terms and conditions of federal award programs and implementing systems designed to achieve compliance with applicable federal statutes, regulations, and the terms and conditions of federal award programs;
- 8. For disclosing accurately, currently, and completely, the financial results of each federal award in accordance with the requirements of the award;
- 9. For identifying and providing report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented;
- 10. For taking prompt action when instances of noncompliance are identified;
- 11. For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
- 12. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
- 13. For submitting the reporting package and data collection form to the appropriate parties;
- 14. For making the auditor aware of any significant contractor relationships where the contractor is responsible for program compliance;
- 15. To provide us with:

- a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements including disclosures, and relevant to federal award programs, such as records, documentation, and other matters;
- b. Additional information that we may request from management for the purpose of the audit; and
- c. Unrestricted access to persons within the District and others from whom we determine it necessary to obtain audit evidence.
- 16. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole;
- 17. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
- 18. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
- 19. For informing us of any known or suspected fraud affecting the District involving management, employees with significant role in the system of internal control and others where fraud could have a material effect on compliance;
- 20. For the accuracy and completeness of all information provided;
- 21. For taking reasonable measures to safeguard protected personally identifiable and other sensitive information; and
- 22. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.

With regard to the schedule of expenditures of federal awards referred to above, you acknowledge and understand your responsibility (a) for the preparation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance, (b) to provide us with the appropriate written representations regarding the schedule of expenditures of federal awards, (c) to include our report on the schedule of expenditures of federal awards in any document that contains the schedule of expenditures of federal awards and that indicates that we have reported on such schedule, and (d) to present the schedule of expenditures of federal awards with the audited financial statements, or if the schedule will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the schedule of expenditures of federal awards no later than the date of issuance by you of the schedule and our report thereon.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility (a) for the preparation of the supplementary information in accordance with the applicable criteria, (b) to provide us with the appropriate written representations regarding supplementary information, (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information, and (d) to present the supplementary information with the audited financial statements, or if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

As part of our audit process, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit.

We understand that your employees will prepare all confirmations we request and will locate any documents or invoices selected by us for testing.

If you intend to publish or otherwise reproduce the financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

Nonattest Services

With respect to any nonattest services we perform, we agree to perform the following:

- Prepare or assist with preparing financial statements in conformity with U.S. generally accepted accounting principles based on information provided by you.
- Propose journal entries to be reviewed and approved by management. (Conversion Entries)
- Complete the auditee's portion of the Data Collection Form

We will not assume management responsibilities on behalf of the District. The District's management understands and agrees that any advice or recommendation we may provide in connection with our audit engagement are solely to assist management in performing its responsibilities.

The District's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) designing, implementing, and maintaining the system of internal control, including the process used to monitor the system of internal control.

Our responsibilities and limitations of the nonattest services are as follows:

- We will perform the services in accordance with applicable professional standards.
- The nonattest services are limited to the services previously outlined above. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities.

Fees and Timing

Alicia Herrera is the engagement partner for the audit services specified in this letter. The engagement partner's responsibilities include supervising services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

Our fees are based on the amount of time required at various levels of responsibility, plus actual out-of-pocket expenses and administrative charges, except those that are detailed as follows. The District audit includes the cost of a single audit for two major federal programs. Should your audit require additional major federal programs to be audited, our fee for each additional major program will be \$10,000. The fees listed below are not inclusive of out-pocket expenses for travel time, mileage, lodging and meals. Although we will attempt to keep travel costs to a minimum, should we need to travel to complete the engagement, these costs will be billed to the District. Invoices will also include a 5% technology fee on all professional services billed, used to support and enhance the quality work we provide by investing in technology.

We estimate that our fee for the audit will be as follows:

Year ended June 30, 2025 = \$133,000 Year ended June 30, 2026 = \$140,300 Year ended June 30, 2027 = \$148,100 Year ended June 30, 2028 = \$156,200 Year ended June 30, 2029 = \$164,700

The ability to perform and complete our engagement consistent with the estimated fee included above depends upon the quality of your underlying accounting records and the timeliness of your personnel in providing information and responding to our requests. To assist with this process, we will provide you with an itemized request list that identifies the information you will need to prepare and provide in preparation for our engagement, as well as the requested delivery date for those items. A lack of preparation, including not providing this information in an accurate and timely manner, unanticipated audit adjustments, and/or untimely assistance by your personnel may result in an increase in our fees and/or a delay in the completion of our engagement.

We may be requested to make certain audit documentation available to outside parties, including regulators, pursuant to authority provided by law or regulation or applicable professional standards. If requested, access to such audit documentation will be provided under the supervision of Eide Bailly LLP's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the outside party, who may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies. We will be compensated for any time and expenses, including time and expenses of legal counsel, we may incur in making such audit documentation available or in conducting or responding to discovery requests or participating as a witness or otherwise in any legal, regulatory, or other proceedings as a result of our Firm's performance of these services. You and your attorney will receive, if lawful, a copy of every subpoena we are asked to respond to on your behalf and will have the ability to control the extent of the discovery process to control the costs you may incur.

Should our relationship terminate before our audit procedures are completed and a report issued, you will be billed for services to the date of termination. All bills are payable upon receipt. A service charge of 1% per month, which is an annual rate of 12%, will be added to all accounts unpaid 30 days after billing date. If collection action is necessary, expenses and reasonable attorney's fees will be added to the amount due.

Other Matters

During the course of the engagement, we will only provide confidential engagement documentation to you via Eide Bailly's secure portal or other secure methods, and request that you use the same or similar tools in providing information to us. Should you choose not to utilize secure communication applications, you acknowledge that such communication contains a risk of the information being made available to unintended third parties. Similarly, we may communicate with you or your personnel via e-mail or other electronic methods, and you acknowledge that communication in those mediums contains a risk of misdirected or intercepted communications.

Should you provide us with remote access to your information technology environment, including but not limited to your financial reporting system, you agree to (1) assign unique usernames and passwords for use by our personnel in accessing the system and to provide this information in a secure manner; (2) limit access to "read only" to prevent any unintentional deletion or alteration of your data; (3) limit access to the areas of your technology environment necessary to perform the procedures agreed upon; and (4) disable all usernames and

passwords provided to us upon the completion of procedures for which access was provided. We agree to only access your technology environment to the extent necessary to perform the identified procedures.

Regarding the electronic dissemination of audited financial statements, including financial statements published electronically on your website or elsewhere, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Professional standards prohibit us from being the sole host and/or the sole storage for your financial and non-financial data. As such, it is your responsibility to maintain your original data and records and we cannot be responsible to maintain such original information. By signing this engagement letter, you affirm that you have all the data and records required to make your books and records complete.

We may use third party service providers and/or affiliated entities (including Eide Bailly Shared Services Private Limited) (collectively, "service providers") in order to facilitate delivering our services to you. Our use of service providers may require access to client information by the service provider. We will take reasonable precautions to determine that they have the appropriate procedures in place to prevent the unauthorized release of confidential information to others. We will remain responsible for the confidentiality of client information accessed by such service provider and any work performed by such service provider. You acknowledge that your information may be disclosed to such service providers, including those outside the United States.

Neither of us may use or disclose the other's confidential information for any purpose except as permitted under this engagement letter or as otherwise necessary for Eide Bailly to provide the services. Your confidential information is defined as any information you provide to us that is not available to the public. Eide Bailly's confidential information includes our audit documentation for this engagement. Our audit documentation shall at all times remain the property of Eide Bailly LLP. The confidentiality obligations described in this paragraph shall supersede and replace any and all prior confidentiality and/or nondisclosure agreements (NDAs) between us.

We agree to retain our audit documentation or work papers for a period of at least eight years from the date of our report.

Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

You agree to share all facts that may affect your financial statements, even if you first become aware of those facts after the date of the auditor's report but before the date your financial statements are issued.

At the conclusion of our audit engagement, we will communicate to management and the governing board of the District the following significant findings from the audit:

- Our view about the qualitative aspects of the District's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant
 and relevant to those charged with governance regarding their oversight of the financial reporting
 process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;

- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

Government Auditing Standards require that we provide, upon request, a copy of our most recent external peer review report and any subsequent review reports to the party contracting for the audit. Accordingly, we will provide a copy of our most recent peer review report at your request.

Eide Bailly LLP is a member of HLB International, a worldwide organization of accounting firms and business advisors, ("HLB"). Each member firm of HLB, including Eide Bailly LLP is a separate and independent legal entity and is not owned or controlled by any other member of HLB. Each member firm of HLB is solely responsible for its own acts and omissions and no other member assumes any liability for such acts or omissions. Neither Eide Bailly LLP, nor any of its affiliates, are responsible or liable for any acts or omission of HLB or any other member firm of HLB and hereby specifically disclaim any and all responsibility, even if Eide Bailly LLP, or any of its affiliates are aware of such acts or omissions of another member of HLB.

Eide Bailly LLP formed The Eide Bailly Alliance Network, a network for small to mid-sized CPA firms across the nation. Each member firm of The Eide Bailly Alliance, including Eide Bailly LLP, is a separate and independent legal entity and is not owned or controlled by any other member of The Eide Bailly Alliance. Each member firm of The Eide Bailly Alliance is solely responsible for its own acts and omissions and no other member assumes any liability for such acts or omissions. Neither Eide Bailly LLP, nor any of its affiliates, are responsible or liable for any acts or omission of The Eide Bailly Alliance or any other member firm of The Eide Bailly Alliance and hereby specifically disclaim any and all responsibility, even if Eide Bailly LLP, or any of its affiliates are aware of such acts or omissions of another member of The Eide Bailly Alliance.

Eide Bailly, LLP has owners that are not licensed as certified public accountants as permitted under Section 5079 of the California *Business Code*. It is not anticipated that any of the non-licensee owners will be performing services for the District.

MEDIATION

Any disagreement, controversy or claim arising out of or related to any aspect of our services or relationship with you (hereafter a "Dispute") shall, as a precondition to litigation in court, first be submitted to mediation. In mediation, the parties attempt to reach an amicable resolution of the Dispute with the aid of an impartial mediator. Mediation shall begin by service of a written demand. The mediator will be selected by mutual agreement. If we cannot agree on a mediator, one shall be designated by the American Arbitration Association ("AAA"). Mediation shall be conducted with the parties in person in Rancho Cucamonga, California. Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties. Neither party may commence a lawsuit until the mediator declares an impasse.

LIMITED INDEMNITY

Eide Bailly LLP and its partners, affiliates, officers and employees (collectively "Eide Bailly") shall not be responsible for any misstatements in your financial statements that we may fail to detect as a result of misrepresentations or concealment of information by any of your owners, directors, officers or employees. You shall indemnify and hold Eide Bailly harmless from any claims, losses, settlements, judgments, awards, damages and attorneys' fees arising from any such misstatement or concealment of information.

If through no fault of Eide Bailly we are named as a party to a dispute between you and a third party, you shall indemnify and hold Eide Bailly harmless against any losses, damages, settlements, judgments, awards, and the costs of litigation (including attorneys' fees) we incur in connection with the dispute.

Eide Bailly shall not be entitled to indemnification under this agreement unless the services were performed in accordance with professional standards in all material respects.

LIMITATION OF LIABILITY

The exclusive remedy available to you for any alleged loss or damages arising from or related to Eide Bailly's services or relationship with you shall be the right to pursue claims for actual damages that are directly caused by Eide Bailly's breach of this agreement or Eide Bailly's violation of applicable professional standards. In no event shall Eide Bailly's aggregate liability to you exceed two times fees paid under this agreement, nor shall Eide Bailly ever be liable to you for incidental, consequential, punitive or exemplary damages, or attorneys' fees.

TIME LIMITATION

You may not bring any legal proceeding against Eide Bailly unless it is commenced within twenty-four (24) months ("Limitation Period") after the date when we delivered our report, return, or other deliverable under this agreement to you, regardless of whether we do other services for you or that may relate to the audit. The Limitation Period applies and begins to run even if you have not suffered any damage or loss, or have not become aware of a possible Dispute.

GOVERNING LAW AND VENUE

Any Dispute between us, including any Dispute related to the engagement contemplated by this agreement, shall be governed by California law. Any unresolved Dispute shall be submitted to a federal or state court located in San Bernardino, California.

ASSIGNMENTS PROHIBITED

You shall not assign, sell, barter or transfer any legal rights, causes of actions, claims or Disputes you may have against Eide Bailly to any person.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements including our respective responsibilities.

We appreciate the opportunity to be your certified public accountants and look forward to working with you and your staff.

Respectfully,

Alicia Herrera, CPA

Alicia Herrera

Partner

RESPONSE:				
This letter correctly sets forth our understanding.				
Acknowledged and agreed on behalf of Solano Community College District by:				
Name:				
Title:				
Date:				



January 17, 2025

Solano Community College District 4000 Suisun Valley Rd. Fairfield, CA 94534

You have requested that we perform the required financial audit of Solano Community College District's (the District) Measure Q General Obligation Bond (Measure Q) for the five-year period beginning July 1, 2024 and ending June 30, 2029, and the required performance audit to ensure that the funds have been expended only on the specific projects approved by the voters for the five-year period beginning July 1, 2024 and ending June 30, 2029, in accordance with the compliance requirements of Section 1 of Article XIII A of the California Constitution. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter.

The objectives of our audit are to obtain reasonable assurance about whether the District's Measure Q General Obligation Bond (Measure Q) (the Bond Fund) financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion on the opinion unit applicable to the Bond Fund. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS), in accordance with *Government Auditing Standards*, and/or state or regulatory audit requirements will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

The financial statements will present only the Bond Fund on the modified accrual basis of accounting and will not purport to and will not be intended to present fairly the financial position and results of operations of the District in conformity with accounting principles generally accepted in the United States of America.

Auditor Responsibilities

We will conduct our audit in accordance with GAAS, in accordance with *Government Auditing Standards*, and/or any state or regulatory audit requirements. As part of an audit in accordance with GAAS, in accordance with *Government Auditing Standards*, and/or any state or regulatory audit requirements we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

Identify and assess the risks of material misstatement of the Bond Fund's financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of controls.

- Obtain an understanding of the system of internal control in order to design audit procedures that are
 appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness
 of the District's internal control. However, we will communicate to you in writing concerning any
 significant deficiencies or material weaknesses in internal control relevant to the Bond Fund audit of the
 financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the Bond Fund financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS and in accordance with *Government Auditing Standards*.

Performance Audit

The purpose of the Performance Audit is to meet the Proposition 39 requirement for the Bond proceeds to ensure compliance with Section 1 of Article XIII A of the California Constitution. This includes that the Proposition 39 Bond proceeds are expended only on the specific projects listed in the bond language approved by the voters for Measure Q, and no Bond proceeds are being spent on administrative salaries or any other expenses that would otherwise be the obligation of the District's General Fund. The Performance Audit will be conducted in accordance with Generally Accepted Government Auditing Standards.

Management of the District is responsible for establishing and maintaining effective internal control over compliance to meet the Proposition 39 requirement for the Bond proceeds to ensure compliance with Section 1 of Article XIII A of the California Constitution.

Generally Accepted Government Auditing Standards requires that we obtain an understanding of those internal controls that are significant to our audit objectives. Our consideration of internal controls is limited to those controls considered significant to meet the objectives of this performance audit. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*. A performance audit is not designed to provide assurance on internal control or to identify significant deficiencies. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under *Government Auditing Standards*.

Our procedures for the Performance Audit for the five-year period beginning July 1, 2024 and ending June 30, 2029 will be as follows:

- 1. Compliance with the Terms of the Voter Approved General Obligation Bonds
 - We will identify expenditures and projects charged to the Bond Fund by obtaining a general ledger and project listing.
 - We will select a sample of expenditures using the following criteria:
 - We considered all expenditures recorded in all object codes.
 - We considered all expenditures recorded in all projects that were funded from each fiscal year from Measure Q bond proceeds.
 - We selected all expenditures that were individually significant expenditures. Individually significant expenditures were identified based on our assessment of materiality.

- For all items below the individually significant threshold identified in item 2c, we judgmentally selected expenditures based on risk assessment and consideration of coverage of all object codes and projects for the period of each fiscal year.
- For the sample selected, review invoices and other supporting documentation to determine that:
 - Expenditures were supported by invoices with evidence of proper approval and documentation of receipt of goods and/or services.
 - Expenditures were expended in accordance with voter-approved bond project list.
 - No expenditures were for salaries of administrators or other operating expenses of the District.
- We will determine that the District has met the compliance requirements if the following conditions are met:
 - Supporting documents for expenditures were aligned with the voter-approved bond project list.
 - Supporting documents for expenditures were not related to salaries of administrators or other operating expenses of the District.

A performance audit report will be issued to the District's governing board and citizen's oversight committee.

Compliance with Laws and Regulations

As previously discussed, as part of obtaining reasonable assurance about whether the Bond Fund financial statements are free of material misstatement, we will perform tests of the District's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance, and we will not express such an opinion.

Management Responsibilities

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance, acknowledge and understand that they have responsibility:

- a. For the preparation and fair presentation of the Bond Fund financial statements in accordance with accounting principles generally accepted in the United States of America;
- b. For the design, implementation, and maintenance of the system of internal control relevant to the preparation and fair presentation of the Bond Fund financial statements that are free from material misstatement, whether due to error fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements; and
- c. To provide us with:
 - Access to all information of which management is aware that is relevant to the preparation and fair presentation of the Bond Fund financial statements such as records, documentation, and other matters;
 - ii. Additional information that we may request from management for the purpose of the audit; and
 - iii. Unrestricted access to persons within the District and others from whom we determine it necessary to obtain audit evidence.
- d. For identifying and ensuring that the District complies with the laws and regulations applicable to its activities;
- e. For adjusting the Bond Fund financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current period under audit are immaterial, both individually and in the aggregate, to the Bond Fund financial statements as a whole; and
- f. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
- g. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets.

- h. For informing us of any known or suspected fraud affecting the District involving management, employees with significant role in the system of internal control and others where fraud could have a material effect on the financials; and
- j. For the accuracy and completeness of all information provided.
- k. Responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Responsible for identifying for us previous financial audits, attestation engagements, performance audits, or other studies related to the performance and bond fund audit. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

As part of our audit process, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit. You will be required to acknowledge in the management representation letter our assistance with the preparation of the financial statements and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them.

With respect to any nonattest services we perform, we agree to perform the following:

• Prepare or assist with preparing the Bond Fund financial statements and related notes in conformity with U.S. generally accepted accounting principles based on information provided by you.

We will not assume management responsibilities on behalf of the District. The District's management understands and agrees that any advice or recommendation we may provide in connection with our engagement are solely to assist management in performing its responsibilities.

The District's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) designing, implementing, and maintaining the system of internal control, including the process used to monitor the system of internal control.

Our responsibilities and limitations of the nonattest services are as follows:

- We will perform the services in accordance with applicable professional standards.
- The nonattest services are limited to the services previously outlined above. Our firm, in its sole
 professional judgment, reserves the right to refuse to do any procedure or take any action that
 could be construed as making management decisions or assuming management responsibilities.

Reporting

We will issue a written report upon completion of our audit of the District's Measure Q General Obligation Bond (Measure Q) financial statements. Our report will be addressed to the governing body of the District. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s), to our auditor's report, or if necessary, withdraw from the engagement. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or

have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

Other

We understand that your employees will prepare all confirmations we request and will locate any documents or support for any other transactions we select for testing.

If you intend to publish or otherwise reproduce the Bond Fund financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

During the course of the engagement, we will only provide confidential engagement documentation to you via Eide Bailly's secure portal or other secure methods, and request that you use the same or similar tools in providing information to us. Should you choose not to utilize secure communication applications, you acknowledge that such communication contains a risk of the information being made available to unintended third parties. Similarly, we may communicate with you or your personnel via e-mail or other electronic methods, and you acknowledge that communication in those mediums contains a risk of misdirected or intercepted communications.

Should you provide us with remote access to your information technology environment, including but not limited to your financial reporting system, you agree to (1) assign unique usernames and passwords for use by our personnel in accessing the system and to provide this information in a secure manner; (2) limit access to "read only" to prevent any unintentional deletion or alteration of your data; (3) limit access to the areas of your technology environment necessary to perform the procedures agreed upon; and (4) disable all usernames and passwords provided to us upon the completion of procedures for which access was provided. We agree to only access your technology environment to the extent necessary to perform the identified procedures.

Regarding the electronic dissemination of audited financial statements, including financial statements published electronically on your website or elsewhere, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Professional standards prohibit us from being the sole host and/or the sole storage for your financial and non-financial data. As such, it is your responsibility to maintain your original data and records and we cannot be responsible to maintain such original information. By signing this engagement letter, you affirm that you have all the data and records required to make your books and records complete.

Alicia Herrera is the engagement partner for the audit services specified in this letter. The engagement partner's responsibilities include supervising services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the report.

Our fees are based on the amount of time required at various levels of responsibility, plus actual out-of-pocket expenses and administrative charges. Invoices will also include a 5% technology fee on all professional services billed, used to support and enhance the quality work we provide by investing in technology. Invoices are payable upon presentation.

Our fee for the audit will be as follows:

Year ended June 30, 2025 = \$12,500 Year ended June 30, 2026 = \$12,500 Year ended June 30, 2027 = \$12,500 Year ended June 30, 2028 = \$12,500 Year ended June 30, 2029 = \$12,500

The ability to perform and complete our engagement consistent with the estimated fee included above depends upon the quality of your underlying accounting records and the timeliness of your personnel in providing information and responding to our requests. To assist with this process, we will provide you with an itemized request list that identifies the information you will need to prepare and provide in preparation for our engagement, as well as the requested delivery date for those items. A lack of preparation, including not providing this information in an accurate and timely manner, unanticipated audit adjustments, and/or untimely assistance by your personnel may result in an increase in our fees and/or a delay in the completion of our engagement. We may be requested to make certain engagement documentation available to outside parties, including regulators, pursuant to authority provided by law or regulation or applicable professional standards. If requested, access to such engagement documentation will be provided under the supervision of Eide Bailly LLP's personnel. Furthermore, upon request, we may provide copies of selected engagement documentation to the outside party, who may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies. We will be compensated for any time and expenses, including time and expenses of legal counsel, we may incur in making such engagement documentation available or in conducting or responding to discovery requests or participating as a witness or otherwise in any legal, regulatory, or other proceedings as a result of our Firm's performance of these services. You and your attorney will receive, if lawful, a copy of every subpoena we are asked to respond to on your behalf and will have the ability to control the extent of the discovery process to control the costs you may incur.

Should our relationship terminate before our audit procedures are completed and a report issued, you will be billed for services to the date of termination. All bills are payable upon receipt. A service charge of 1% per month, which is an annual rate of 12%, will be added to all accounts unpaid 30 days after billing date. If collection action is necessary, expenses and reasonable attorney's fees will be added to the amount due.

We may use third-party service providers and/or affiliated entities (including Eide Bailly Shared Services Private Limited) (collectively, "service providers") in order to facilitate delivering our services to you. Our use of service providers may require access to client information by the service provider. We will take reasonable precautions to determine that they have the appropriate procedures in place to prevent the unauthorized release of confidential information to others. We will remain responsible for the confidentiality of client information accessed by such service provider and any work performed by such service provider. You acknowledge that your information may be disclosed to such service providers, including those outside the United States.

Neither of us may use or disclose the other's confidential information for any purpose except as permitted under this engagement letter or as otherwise necessary for Eide Bailly to provide the services. Your confidential information is defined as any information you provide to us that is not available to the public. Eide Bailly's confidential information includes our engagement documentation for this engagement. Our engagement documentation shall at all times remain the property of Eide Bailly LLP. The confidentiality obligations described in this paragraph shall supersede and replace any and all prior confidentiality and/or nondisclosure agreements (NDAs) between us.

You agree to share all facts that may affect your Bond Fund financial statements, even if you first become aware of those facts after the date of the auditor's report but before the date your financial statements are issued.

We agree to retain our audit documentation or work papers for a period of at least eight years from the date of our report.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report, and any subsequent review reports to the parties contracting for the audit. Accordingly, we will provide a copy of our most recent peer review report at your request.

Eide Bailly LLP is a member of HLB International, a worldwide organization of accounting firms and business advisors, ("HLB"). Each member firm of HLB, including Eide Bailly LLP is a separate and independent legal entity and is not owned or controlled by any other member of HLB. Each member firm of HLB is solely responsible for its own acts and omissions and no other member assumes any liability for such acts or omissions. Neither Eide Bailly LLP, nor any of its affiliates, are responsible or liable for any acts or omission of HLB or any other member firm of HLB and hereby specifically disclaim any and all responsibility, even if Eide Bailly LLP, or any of its affiliates are aware of such acts or omissions of another member of HLB.

Eide Bailly LLP formed The Eide Bailly Alliance, a network for small to mid-sized CPA firms across the nation. Each member firm of The Eide Bailly Alliance, including Eide Bailly LLP, is a separate and independent legal entity and is not owned or controlled by any other member of The Eide Bailly Alliance. Each member firm of The Eide Bailly Alliance is solely responsible for its own acts and omissions and no other member assumes any liability for such acts or omissions. Neither Eide Bailly LLP, nor any of its affiliates, are responsible or liable for any acts or omission of The Eide Bailly Alliance or any other member firm of The Eide Bailly Alliance and hereby specifically disclaim any and all responsibility, even if Eide Bailly LLP, or any of its affiliates are aware of such acts or omissions of another member of The Eide Bailly Alliance.

Eide Bailly, LLP has owners that are not licensed as certified public accountants as permitted under Section 5079 of the California *Business Code*. It is not anticipated that any of the non-licensee owners will be performing services for the District.

MEDIATION

Any disagreement, controversy or claim arising out of or related to any aspect of our services or relationship with you (hereafter a "Dispute") shall, as a precondition to litigation in court, first be submitted to mediation. In mediation, the parties attempt to reach an amicable resolution of the Dispute with the aid of an impartial mediator. Mediation shall begin by service of a written demand. The mediator will be selected by mutual agreement. If we cannot agree on a mediator, one shall be designated by the American Arbitration Association ("AAA"). Mediation shall be conducted with the parties in person in Rancho Cucamonga, California. Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties. Neither party may commence a lawsuit until the mediator declares an impasse.

LIMITED INDEMNITY

Eide Bailly LLP and its partners, affiliates, officers and employees (collectively "Eide Bailly") shall not be responsible for any misstatements in the information provided to us to complete our audit that we may fail to detect as a result of misrepresentations or concealment of information by any of your owners, directors, officers or employees. You shall indemnify and hold Eide Bailly harmless from any claims, losses, settlements, judgments, awards, damages and attorneys' fees arising from any such misstatement or concealment of information.

If through no fault of Eide Bailly we are named as a party to a dispute between you and a third party, you shall indemnify and hold Eide Bailly harmless against any losses, damages, settlements, judgments, awards, and the costs of litigation (including attorneys' fees) we incur in connection with the dispute.

Eide Bailly shall not be entitled to indemnification under this agreement unless the services were performed in accordance with professional standards in all material respects.

LIMITATION OF LIABILITY

The exclusive remedy available to you for any alleged loss or damages arising from or related to Eide Bailly's services or relationship with you shall be the right to pursue claims for actual damages that are directly caused by Eide Bailly's breach of this agreement or Eide Bailly's violation of applicable professional standards. In no event shall Eide Bailly's aggregate liability to you exceed two times fees paid under this agreement, nor shall Eide Bailly ever be liable to you for incidental, consequential, punitive or exemplary damages, or attorneys' fees.

TIME LIMITATION

You may not bring any legal proceeding against Eide Bailly unless it is commenced within twenty-four (24) months ("Limitation Period") after the date when we delivered our report, return, or other deliverable under this agreement to you, regardless of whether we do other services for you or that may relate to the audit. The Limitation Period applies and begins to run even if you have not suffered any damage or loss, or have not become aware of a possible Dispute.

GOVERNING LAW AND VENUE

Any Dispute between us, including any Dispute related to the engagement contemplated by this agreement, shall be governed by California law. Any unresolved Dispute shall be submitted to a federal or state court located in San Bernardino, California.

ASSIGNMENTS PROHIBITED

You shall not assign, sell, barter or transfer any legal rights, causes of actions, claims or Disputes you may have against Eide Bailly to any person.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements including our respective responsibilities.

We appreciate the opportunity to be your certified public accountants and look forward to working with you and your staff.

Respectfully,

Alicia Herrera, CPA

licia Herrera

Partner

RESPONSE:
This letter correctly sets forth our understanding.
Acknowledged and agreed on behalf of Solano Community College District by:
Name:
Title:
Date:

AGENDA ITEM	12.(f)
MEETING DATE	February 5, 2025

SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

Members of the Governing Board		
SUBJECT:	CHANGE ORDER #2 TO SCHREDER & BRANDT MFG. INC. FOR THE FAIRFIELD CAMPUS QUAD WATER CONSERVATION PROJECT	
REQUESTED ACTION:		
☐ Information OR ☐ Consent OR	⊠Approval ⊠Non-Consent	
SUMMARY:		
	On March 6, 2024, th	2 to Schreder & Brandt Mfg. Inc., for the Quad to Board approved an agreement with Schreder & Vater Conservation Project.
CONTINUED ON THE NEXT	T PAGE	
Basic skills education Workforce developme Transfer-level education Other: Provide infrastr	ent and training on ructure that supports c	professional and personal goals lassrooms or related College facilities
Ed. Code: N/A Board Po	olicy: N/A Esti	imated Fiscal Impact: \$26,681.58 Measure Q Funds
SUPERINTENDENT'S RECOM	MMENDATION:	☑ APPROVAL☐ DISAPPROVAL☐ TABLE
Lucky Lofton V.P., Facilities and Executive PRESENTER'S N	Bonds Manager	
4000 Suisun Valley Fairfield, CA 94		
ADDRESS		Kellie Sims Butler, Ph.D.
(707) 863-785	5	Superintendent-President
TELEPHONE NU	MBER	
Lucky Lofton		
V.P., Facilities and Executive		February 5, 2025
VICE PRESIDENT AI	TKUVAL	DATE APPROVED BY SUPERINTENDENT-PRESIDENT
January 24, 202		
DATE SUBMITTE	CD TO	

SUPERINTENDENT-PRESIDENT

AGENDA ITEM 12.(f) MEETING DATE February 5, 2025

SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: CHANGE ORDER #2 TO SCHREDER & BRANDT MFG.

INC. FOR THE FAIRFIELD CAMPUS QUAD WATER

CONSERVATION PROJECT

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

During the process of construction and RFI (Request for Information) / Submittal review, the following changes needed to be made:

- PCO 19.1: Installation of the Granitecrete walkways needed to be shifted to start on the
 weekend and expedited in order to minimize the impacts to the campus. This was not part of
 the original contract documents.
- PCO 21: During the Punch List an area was identified as a potential flooding zone. At the request of the design team the contractor was instructed to install an additional drain inlet. This was not part of the original contract documents.
- Owner's Allowance: Unused Owner's Allowance is being credited back to the District.

Schreder & Brandt Mfg. Inc.'s Change Order #2 request includes all the costs of both time and materials for the above listed items and extends the contract completion date to February 5, 2025.

Following is a summary of the contract and impact of Change Order #2 if approved:

Original Contract Sum	\$ 2,243,350.00
Prior Change Orders	\$ 80,157.13
Proposed Change Order	\$ 26,681.58
Proposed New Contract Amount	\$ 2,350,188.71

The Board is asked to approve Change Order #2 to Schreder & Brandt Mfg. Inc., in the amount of \$26,681.58.

This document is available online at: https://welcome.solano.edu/measureq/approved-contracts/



Change Order

Solano Community College District

Kitchell CEM

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

Tel: 707-864-7189 Fax: 707-646-7710

DSA File No.: 48-C1
DSA App. No.: 02-121777

Change Order # 002Project No.: 25-000

Date: Wednesday, February 5, 2025

Noll & Tam Architects

Fairfield Campus

729 Heinz Avenue #7 Berkeley, CA 94710

Quad Water Conservation Project

Solano Community College District

Schreder & Brandt Mfg. Inc. 180 E. 4th Street, Suite 100

Chico, CA 95927

The Contract is Changed as Follows:

COR No.

Project:

To:

Granitecrete Installation - Overtime:

19.1 At the District's request, in order to minimize disruption to classes the installation of the Granitecrete was moved to start on the weekend and expedited to complete as soon as possible.

\$12,825.00

Additional Drain Inlet Installation:

During the Punch List, the Design Team requested that the contractor install an additional drain inlet. This was not included in the original Contract Documents.

\$22,525.00

OWNER'S ALLOWANCE CREDIT:
Credit of unused Owner's Allowance.

(\$8,668.42)

TOTAL COST OF CHANGE ORDER

ADD DEDUCT \$35,350.00 (\$8,668.42)

FINAL CHANGE ORDER AMOUNT

\$26,681.58

Original Contract Sum: \$ 2,243,350.00 Total change By Previous Change Orders: 80,157.13 Contract Sum Prior to This Change Order: \$ 2,323,507.13 Original Contract Sum will be Increased by This Change Order: \$26,681.58 The New Contract Sum Including This Change Order Will Be: \$ 2,350,188.71 The New Contract Completion Date Will Be: 5-Feb-25 Contract Time Will be Changed by This Change Order: 124 Days The Current Contract Completion Date is: 4-Oct-24

(signatures on the following page)

The undersigned Contractor approved the foregoing as to the changes, if any, to the Contract Price specified for each item, and as to the extension of time allowed, if any, for completion of the entire work as stated therein, and agrees to furnish all labor, materials and services and perform all work necessary to complete any additional work specified for the consideration stated therein. Submission of sums which have no basis in fact or which Contractor knows are false are at the sole risk of Contractor and may be a violation of the False Claims Act set forth under Government Code section 12650 et seq.

This change order is subject to approval by the governing board of this District and must be signed by the District.

Until such time as this change order is approved by the District's governing board and executed by a duly authorized District representative, this change order is not effective and not binding.

It is expressly understood that the compensation and time, if any, granted herein represent a full accord and satisfaction for any and all time and cost impacts of the items herein, and Contractor waives any and all further compensation or time extension based on the items herein. The value of the extra work or changes expressly includes any and all of the Contractor's costs and expenses, and its subcontractors, both direct and indirect, resulting from additional time required on the project or resulting from delay to the project including without limitation, cumulative impacts. Any costs, expenses, damages or time extensions not included are deemed waived.

PROJECT MANAGER		Date:
	Noe Ramos Kitchell	
	4000 Suisun Valley Road Fairfield, CA 94534	
ARCHITECT		Date:
	Alyson Yarus	
	Noll & Tam Architects	
	729 Heinz Avenue #7	
	Berkeley, CA 94710	
DSA PROJECT		Date:
	Don Dumford	
	Optima Inspections Inc.	
	622 Paradise Court	
	Fairfield, CA 94533	
CONTRACTOR		Date:
	Seward Schreder	
	Schreder & Brandt Mfg. Inc.	
	180 E 4th St. #100	
	Chico, CA 95928	
OWNER		Date:
	Lucky Lofton	
	V.P., Facilities and Executive Bonds Manager	
	Solano Community College District	

AGENDA ITEM	12.(g)
MEETING DATE	February 5, 2025

SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

ΓO: Members of the Governing Board		g Board
SUBJECT: Contract with Sunrise Event Center for FKCE Conference on March 11-14, 2025		
REQUESTED ACT	<u>rion</u> :	
☐Information ⊠Consent	OR ⊠Approval OR □Non-Consent	
staffing, set up and b	oreakdown for the 2025 FKCE	t Center to provide the event space, catering, E Conference
Basic skills ed	achieve their educational, profucation velopment and training	fessional and personal goals
Ed. Code:	Board Policy:	Estimated Fiscal Impact: N/A
SUPERINTENDENT'S	S RECOMMENDATION:	
	a Neeley	
	nt, Student Services TER'S NAME	
4000 Suis	un Valley Road d, CA 94534	
AΓ	DDRESS	Kelli Sims Butler, Ph.D.
(707)	864-7159	Superintendent-President
TELEPHO	ONE NUMBER	
Lisa Ne	eeley, M.F.A.	February 5, 2025
	DENT APPROVAL	DATE APPROVED BY
Janus	ary 8, 2025	SUPERINTENDENT-PRESIDENT
DATE SU	BMITTED TO DENT-PRESIDENT	



620 Orange Drive Vacaville, California 95687 P: (707) 448-5500

CONTRACT

EVENT: Foster Kinship Conference 2025 **ACCOUNT:** Solano Community College

CONTACT: Dottie Nicholson PHONE: (707) 718-7162

EMAIL: fosterluv@aol.com

ADDRESS:

DATE: 3/11/2025 - 3/14/2025

LOCATION: Sunrise Banquet Hall **EVENT PLANNER:** Abbie Weida

PHONE: 7074485500

EMAIL: abbie@vacavillesunrise.com

MANAGER:

EVENT SUMMARY

Date	Time	Areas	Guests
3/11/2025	10:30 am - 8:00 pm	ABC	
3/12/2025	10:30 am - 8:00 pm	ABC	
3/13/2025	10:30 am - 8:00 pm	ABC	
3/14/2025	10:30 am - 8:00 pm	ABC	

TIMELINE

Timings based on 2024 Event

SETUP DAY BEFORE: office timings (4 hours?)

Day 1:

Hall Open: 7:30AM

Breakfast: 8:45 - 10

Lunch: 12:40 - 2:00

Snack: 6

Hall Empty: 9:30PM

Day 2:

Hall Open: 7:30AM

Breakfast: 8:45 - 10

Lunch: 12:40 - 2:00

Snack: 6

Hall Empty: 9:30PM

Day 3:

Hall Open: 7:30AM

Breakfast: 8:45 - 10

Lunch: 12:40 - 2:00

Snack: 6

Hall Empty: 9:30PM

Day 4:

Hall Open: 7:30AM

Breakfast: 8:45 - 10

Lunch: 12:40 - 2:00

Snack: 4PM

Dinner: 6 - 8PM

Event End: 10PM

Hall Empty: 11PM [Everything needs to be out of the pseudo office as well]

RENTAL FEES AND ITEMS

Tue, 3/11/2025

Discount Qty Price Discount Total Price \$5,000.00 \$2,000.00 \$3,000.00 \$3,000.00 1 **Sunrise ABC Ballroom** - Crescent round tables with 6 chairs/table (flat) - 7 tables in A Ballroom - 6 tables in B Ballroom - 8 tables in C Ballroom - 4 tables in Storage Room - Approx. 15 Rectangle Tables for Check in & Vendors - Conference Chairs - Setup/Breakdown - Janitorial Staff - Banquet (rectangle) tables - 1 Standard Dance Floor, & Stage. 1 **Audio Visual Package: (3 Rooms)** \$550.00 \$550.00 - 3 screens/3 projectors - 3 wireless microphones - Podium - Background music plug-in *AV Test required prior to event - HDMI Hand off System 1 **Guest Room** - For Dottie's Office/Storage 25 **Black Round Linens for Guests** - 120" Rounds 15 **Black Box Linens for Check in & Vendors** 1 **Staffing** \$600.00 \$600.00

\$3,000.00

\$5,000.00 \$2,000.00 \$3,000.00

(flat)

Discount

Wed, 3/12/2025

Discount Price Discount Qty Total Price

1 **Sunrise ABC Ballroom**

- Crescent round tables with 6 chairs/table

- 7 tables in A Ballroom

- 6 tables in B Ballroom
- 8 tables in C Ballroom-
- 4 tables in Storage Room
- Approx. 15 Rectangle Tables for Check in & Vendors
- Conference Chairs
- Setup/Breakdown
- Janitorial Staff
- Banquet (rectangle) tables
- 1 Standard Dance Floor, & Stage.

1 **Guest Room**

- For Dottie's Office/Storage

1 \$600.00 Staffing \$600.00

1 AV System (3 rooms) \$550.00 \$550.00

- 3 screens/3 projectors

- 3 wireless microphones
- Podium
- Background music plug-in
- *AV Test required prior to event HDMI Hand off System

Thu, 3/13/2025

Price Discount Qty Total Price \$5,000.00 \$2,000.00 \$3,000.00 \$3,000.00 1 **Sunrise ABC Ballroom** - Crescent round tables with 6 chairs/table (flat) - 7 tables in A Ballroom - 6 tables in B Ballroom

- 8 tables in C Ballroom
- 4 tables in Storage Room
- Approx. 15 Rectangle Tables for Check in & Vendors
- Conference Chairs
- Setup/Breakdown
- Janitorial Staff
- Banquet (rectangle) tables
- 1 Standard Dance Floor, & Stage.

\$550.00 1 AV System (3 rooms) \$550.00

1 **Guest Room**

- For Dottie's Office/Storage

\$600.00 1 **Staffing** \$600.00

Fri, 3/14/2025

Discount Qty Price Discount Total Price \$5,000.00 \$2,000.00 \$3,000.00 1 **Sunrise ABC Ballroom** \$3,000.00

- Crescent round tables with 6 chairs/table

(flat)

- 7 tables in A Ballroom
- 6 tables in B Ballroom
- 8 tables in C Ballroom
- 4 tables in Storage Room
- Approx. 15 Rectangle Tables for Check in & Vendors
- Conference Chairs
- Setup/Breakdown
- Janitorial Staff
- Banquet (rectangle) tables
- 1 Standard Dance Floor, & Stage.

1 Audio Visual Package: (3 Rooms)

\$550.00

\$550.00

- 3 screens/3 projectors
- 3 wireless microphones
- Podium
- Background music plug-in
- *AV Test required prior to event HDMI Hand off System

1 Guest Room

- For Dottie's Office/Storage

1 **Staffing** \$600.00 \$600.00

FOOD

Tue, 3	/11/2025		-
Qty		Price	Total
65	Continental Breakfast [Sunrise] - Paper Plates	\$8.50	\$552.50
	Simple variety of pre-packaged baked goods		
95	Lunch - Chef Daniel - Standard Chinaware set: fork, knife, salad/dinner plate - Complete Catering equipment & team to serve buffet style - Service staff: Servers, Bussers, Dishwashing Crew, etc Kitchen Cleanup & Trash Take-out	\$30.00	\$2,850.00
	Garden Salad with Ranch and Italian		
	Hamburgers with American Cheese		
	Turkey and Veggie Burgers		
	Buns, lettuce, pickles, tomato, onions, mustard and mayo		
	French Frys		
65	Snacks & Beverages - All Day Water Station - All day Coffee & Hot Tea Station - Lemonade Station with Lunch	\$7.00	\$455.00

Wed, 3/12/2025

Qty Price Total 65 Continental Breakfast [Sunrise] \$8.50 \$552.50

- Paper Plates

Simple variety of pre-packaged baked goods

- Pre-packaged snacks placed out in the afternoon

85 **Lunch - Chef Daniel** \$30.00 \$2,550.00 - Standard Chinaware set: fork, knife, salad/dinner plate - Complete Catering equipment & team to serve buffet style - Service staff: Servers, Bussers, Dishwashing Crew, etc. - Kitchen Cleanup & Trash Take-out Apple Coleslaw Gourmet Mac & Cheese Braised Beef with Gravv Chicken Breast with Picatta Sauce Ciabatta Bread & Butter 60 \$7.00 \$420.00 **Snacks & Beverages** - All Day Water Station - All day Coffee & Hot Tea Station - Lemonade Station with Lunch - Pre-packaged snacks placed out in the afternoon Thu, 3/13/2025 Price Total Qty 55 **Continental Breakfast - Sunrise** \$8.50 \$467.50 - Paper Plates Simple Variety of Pre-packaged baked goods \$30.00 85 **Lunch - Chef Daniel** \$2,550.00 - Standard Chinaware set: fork, knife, salad/dinner plate - Complete Catering equipment & team to serve buffet style - Service staff: Servers, Bussers, Dishwashing Crew, etc. - Kitchen Cleanup & Trash Take-out Asian Veggie salad garlic ginger soy vinaigrette Basmatti Rice Chicken Teriyaki Hawaiian Style Kahlua Pulled Pork *Extra Broccoli Hawaiian Rolls \$7.00 65 **Snacks & Beverages** \$455.00 - All Day Water Station - All day Coffee & Hot Tea Station - Lemonade Station with Lunch - Pre-packaged snacks placed out in the afternoon Fri, 3/14/2025 Qty Price Total 60 **Continental Breakfast - Sunrise** \$8.50 \$510.00 75 **Lunch - Chef Daniel** \$30.00 \$2.250.00 - Standard Chinaware set: fork, knife, salad/dinner plate - Complete Catering equipment & team to serve buffet style - Service staff: Servers, Bussers, Dishwashing Crew, etc.

- Kitchen Cleanup & Trash Take-out

Baby greens, Gorgonzola, Prosciutto, Mushrooms with a Creamy dark Balsamic Vinaigrette

Cheese Tortellini with Pesto Broth

Baked tilapia with zesty tomato sauce

Grilled Chicken with Tarragon Mushroom Sauce

Steamed green beans with tomato onion relish

Garlic Bread

50 **Snacks & Beverages**

\$7.00 \$350.00

- All Day Water Station
- All day Coffee & Hot Tea Station
- Lemonade Station with Lunch
- Pre-packaged snacks placed out in the afternoon

105 **Dinner Banquet - Chef Harpal**

\$30.00 \$3,150.00

- Standard Chinaware set: fork, knife, salad/dinner plate, water goblets and water pitchers
- Complete Catering equipment & team to serve buffet style
- Complementary water service to each table throughout the event
- Service staff: Servers, Bussers, Dishwashing Crew, etc.
- Kitchen Cleanup & Trash Take-out

Cilantro Lime Rice

Black Beans

Chicken Fajitas

Beef Birria

Caesar Salad

Condiments

Verde Salsa, Salsa Roja, Pioc De Gallo, Guacamole, Crema, Cheese, Jalapenos, Mango Salsa

Chips + Salsa on Table *Complimentary*

BILLING

Full Balance to be Paid 30 days After the Event

BILLING INFORMATION		
		Total
Other Charges		\$3,500.00
Food & Beverage		\$17,112.50
Room Charge		\$13,100.00
Subtotal		\$33,712.50
Service Charge	18.0%	\$3,080.25
Tax	8.125%	\$2,694.45
Discount [T&S]		(\$5,758.45)
Grand Total		\$33,728.75
Estimated Amount Due		\$33,728.75

TERMS & CONDITIONS

The terms and conditions of this agreement between you and Sunrise Banquet Hall & Event Center (hereafter abbreviated to "SBH") are intended to clarify & communicate the commitments made between the two parties to ensure the result of your event is to your expectation. The titles & headers are intended to serve as guidelines for organization purposes only – contents may vary.

- 1. ASSIGNMENT/CONFIRMATION OF FUNCTION SPACE: You agree to confirm with us the assigned function space before printing any materials listing specific meeting or function locations. The schedule of events listed above, indicates the space that is tentatively being held for people, and will be held on a definite basis upon execution of this contract by both parties. If for any reason the function space reserved is not available for your event, you agree that we may substitute a space of appropriate size and comparable quality for your event. Please contact SBH at least one month before your event to review and confirm all details for your event, such as: menus, decorations, entertainment, setup, guest counts, beverage service, etc. Banquet Detail Orders ("BDO") will detail such specifics and will serve as part of this agreement. Any requested changes made to the original BDO will be done under SBH's sole discretion.
- 2. GUARANTEE OF ANTICIPATED REVENUE: You must inform us, in writing, of the exact number of people who will attend your event ("Final Guest Count") at least 10 days prior to your event date. Final Guest Count must be equal to or greater than the minimum number guaranteed above. If attendance falls below the Final Guest Count, Client will be charged for the Final Guest Count. If attendance falls below the Final Guest Count, you will be charged for the Final Guest Count. If SBH is willing and able to accommodate, you may increase your guest count, without penalty, up to the maximum capacity of your designated ballroom. Please note, if the actual guest count present during your event exceeds your Final Guest Count, you agree to pay a penalty charge of \$15.00 per person, added to the unit cost for each guest. This unit cost will be determined by dividing the Final Grand Total by the Final Guest Count. If changes are made which prevent SBH from realizing the total revenue anticipated from your event, you agree to pay performance damages. The damages owed will be the amount necessary for SBH to receive no less than 95% of the total anticipated revenue from your event.
- 3. **DEPOSITS/TAXES:** We require that you pay a non-refundable down payment of 25% of the estimated dollar value of the event when you sign this agreement. In addition, we require a refundable security deposit (RSD) which will be kept on hand to cover any damages or miscellaneous charges incurred during your event. **SBH** will issue you a check for the full refundable security deposit less any deductions, which will be available for pickup 10 days after your event. In addition, you agree to pay separately any & all taxes imposed on or applicable to your event. In the City of Vacaville all sales are subject to an 8.125% tax. Your RSD shall be made payable to:

 and shall be mailed to the address listed above.
- **4. CANCELLATION:** You may cancel this Agreement only upon giving written notice to us. The parties agree and understand that in the event of cancellation, our actual damages would be difficult to determine. Therefore, both parties agree on the following amounts to be paid by you to us upon notice of cancellation as liquidated damages:

Cancellation within 90+ days of event, Sunrise will keep: \$ - 25% [non-refundable deposit upon signing]

Cancellation within 60-89 days of event, Client will pay: \$ - 50% of Grand Total.

Cancellation less than 59 days of event, Client will pay \$ - 100% of Grand Total

As products and services must be purchased and scheduled in advance, notification 59 days or less before the event will require that all charges (including labor and services fees, rentals and applicable taxes) for the final guarantee or contracted number of guests will be charged.

- * Please note all cancellations will follow this payment schedule, except for those which arise out of an inability of **SBH** to host your event due to a government restriction related to COVID-19.
- **5. POSTPONEMENT:** If you have an event that you would like to postpone, please reach out to us via email and we will work with you to establish a new date for your event. We will do our best to accommodate your requested dates, but please be mindful that some dates may not be available. Please note, as the cost of goods and inflation increases each year there will be a 5% annualized surcharge applied to your grand total for postponements. This surcharge will be prorated on a monthly basis and will be calculated using your original event date and your new event date. For example: if you move your event 6 months into the future, a 2.5% surcharge will be applied; if you move your event 18 months into the future a 7.5% surcharge will be applied. You must choose an available date, which is on the same day of the week

and in the same ballroom. Any event modifications will result in additional fees to be outlined on a case-by-case basis.

6. COVID BOOKING FEE: In light of current circumstances, both Client and **SBH** enter into this agreement with the understanding that this event may not take place if government mandates restricting gatherings due to COVID-19 persist. As such, Client agrees to pay a COVID BOOKING FEE ("CBF") as outlined below. Client understands that <u>this amount will not be refunded in any scenario</u> and is the property of **SBH.** The CBF will be fixed as follows:

\$500 USD - If your event Grand Total (inclusive of all taxes, fees, etc.) is \$10,000 USD or less

\$750 USD - If your event Grand Total (inclusive of all taxes, fees, etc.) is between \$10,000 - \$20,000 USD

\$1,000 USD - If your event Grand Total (inclusive of all taxes, fees, etc.) is \$20,000 USD or more

Should government mandates prevent **SBH** from hosting your event for any reason, you may choose one of the following options:

POSTPONE: Postpone your event to a new date. No additional fees for dates moved within a 12-month window.

CHANGE: Change the nature, size, location, etc. of your event to align with government mandates OR

CANCEL: Cancel outright

If you cancel your future event outright due to COVID-related reasons, this CBF will <u>not</u> be refunded to you and will remain the property of **SBH** to cover discretionary expenses. Any payments in excess of this CBF will be refunded to you, including your Refundable Security Deposit (RSD). If you POSTPONE, CHANGE, or your event takes place as planned, the CBF will be applied and credited to your event.

Please note, if SBH is able to host your event in some capacity and align with government mandates (for example with a reduced guest count, modified table layout, or other such modification), but you still prefer to cancel due to COVID restrictions, this CBF will not be refunded to you.

- **7. PAYMENT:** You agree to pay the entire contract price in cash, by certified check, or by credit card 30 days After the Event. There will be a 3% transaction fee applied to all credit card payments. We may terminate this agreement and retain the portion of your deposit or seek additional amounts necessary to equal the cancellation fee provided in paragraph 4 if payment is not made as agreed. If payment is not received in time, a late fee of \$100/day or 1%/day, whichever is greater.
- **8. OVERTIME:** You agree to begin your event promptly at the scheduled start time & agree to have your guests, invitees & other persons vacate the designated event space at the end time indicated on this agreement. You further agree to reimburse us for any overtime wage payments or other expenses incurred by us because of your failure to comply with these policies at a minimum rate of \$250 per ½ hour.
- **9. SERVICE CHARGE**: 18% of the subtotal, will be added to your account as a service charge. This service charge is not solely a gratuity & is the property of **SBH** to cover discretionary costs of the event.
- **10. PRICE INCREASES:** There may be increases in prices due to unforeseen changes in market conditions at the time of your event. We will communicate these increases to you in advance. We will require written confirmation that you agree to pay these increased prices. Alternatively, in such an event, we may make reasonable substitutions in menus and you agree to accept such substitutions.
- 11. SET UP CHARGES: Should extensive meeting room set-ups or elaborate staging be required beyond the scope agreed to in this agreement, there will be a set-up charge to cover SBH costs and additional labor. If equipment is necessary that exceeds SBH's inventory, then you agree to pay for the additional rental costs. You agree to indemnify us for any damage caused to any SBH property as a result of drayage related to your event, whether caused by you, your guests, agents, employees, contractors, etc. Any setup requests must be made in writing, at least 14 days prior to your event date. Once the venue has been set, alternations may not be made by the client. If no requests are made in time, SBH will set up the venue based on their expertise.

- **12. OUTSIDE FOOD & BEVERAGE:** You must obtain prior approval from us before you bring in any food or beverages from outside sources. A standard Hold Harmless Agreement and Liability Insurance are required if food or beverage products not purchased and served by **SBH** staff are brought in for consumption by you and your guests. Service fees may apply to any outside food or beverage served in our function space regardless if labor is required. **SBH** holds absolutely no responsibility for any items brought onto their property, whether by you, your guests, agents, contractors, etc.
- 13. DISPLAYS & DECORATIONS; YOUR PROPERTY: We are not responsible for any loss or damage to your property or that of your attendees, agents, contractors, etc. and do not maintain insurance to cover it. All displays and/or decorations will be subject to our prior written approval and we reserve the right to contract and charge for SBH staff to provide the labor for any installation or removal of such. Confetti, fresh rose petals, glitter, chocolate fountains, silly string, and fog machines are not allowed—please inquire for a full list of prohibited items. Nothing may be placed on the walls—temporary or otherwise—and you will be responsible for any associated damages. If any prohibited items are utilized, they must be immediately removed, and fees may be incurred.
- **14. OUTSIDE VENDORS:** Client is responsible for any and all vendors, their services, and all associated equipment brought on **SBH** property. These vendors include, but are not limited to: DJs, Decorators, Inflatables, Caterers, Bakeries, Videography/Photography, etc. All items brought on to **SBH** property shall be removed immediately after the event. Each vendor must abide by **SBH** policies and you will assume responsibility for any misconduct, injury, or damage caused by a vendor not employed by **SBH**.
- **15. ALCOHOL POLICY:** Due to state law, you and your guests may not bring alcoholic beverages onto **SBH** property. No beverages may be brought in or out of the premises and **SBH** reserves the right to confiscate any items unlawfully brought on site. Local Law Enforcement may press charges for any unlawful conduct inside or outside of **SBH** property. If prior permission is obtained in writing from **SBH** you may supply beverages; all beverages must be in closed containers and delivered to our bartenders prior to the start of your event. **SBH** does not undertake any responsibility for any such inventory supplied by client. Only bartenders employed by **SBH** may serve alcohol. No persons under the age of 21 may consume alcohol; state issued identification is required if requested. **SBH** reserves the right to refuse alcohol to any individuals who seem especially impaired; guests may be asked to vacate the premises for failure to comply or for being unnaturally inebriated.
- **16. SECURITY:** In order to maintain adequate security measures in light of the size and/or nature of your function, security personnel are required. **SBH** will furnish security personnel from a reputable licensed guard or security agency doing business in the city our county in which we are located. You are responsible for all associated charges. In addition, **SBH** is not responsible for any inconveniences caused by nearby construction and/or renovations. You are fully aware that there is a possibility that nearby construction may occur during your event, and any associated inconveniences such as noise, dust, etc. are not the responsibility of **SBH**. Ample parking is available on site, but **SBH** is not responsible for any loss or damage to vehicles parked on site or left overnight. Firearms, knives, and any dangerous objects are not allowed on site.
- 17. CONDUCT OF EVENT: You agree to comply with all applicable federal, state and local laws including health and safety codes and federal anti-terrorism laws and regulations. You agree to cooperate with SBH and any relevant governmental authority to ensure compliance with such laws. You represent, warrant and agree that you are currently, and at the time of the event which is the subject of this contract -will be, in compliance with all applicable local, state and federal regulations or laws, including but not limited to, all provisions of the Patriot Act and regulations or requests of the US Department of Homeland Security and the Office of Foreign Assets Control in the US Department of the Treasury. For the safety of persons and property, no fireworks or incendiary devices may be used indoors at SBH. You assume full responsibility for the conduct of all persons in attendance at your event and for any damage done to any part of our premises during the time of your event. Should you require any technology connection services for this event, all such services must be arranged with SBH and you will be responsible for all costs associated therewith.

- **18. INDEMNIFICATION:** To the extent permitted by law, you agree to protect, indemnify, defend and hold harmless **SBH**, the Owner and their respective employees and agents against all claims, losses or damages to persons or property, governmental charges or fines, and costs (including reasonable attorney's fees), arising out of or connected with your function. You represent and warrant that your activities conducted at **SBH** and in connection with the function shall not infringe the patent, copyright or trademark rights or violate rights of privacy or publicity of any third party. Client agrees that SBH and its affiliates shall not be liable for losses arising in whole or in part from causes beyond the control of SBH, including but not limited to: Acts of God, War, Acts of Government or Police, Fires, Audio Visual Failures, Internet Connectivity issues, Water intrusions, Civil Disturbance, Extreme Weather, Power Outages, Embargos, Epidemics, etc.
- **19. FIRE SAFETY:** All room set ups must comply with local Fire Department regulations pertaining to occupancy load, mandatory aisles and ceiling clearance and fire exits. Any event which has vehicle displays, fog machines, fueled cooking demonstrations, laser, exhibits (including tabletop) or extensive productions with staging and props must have a certified permit from the local Fire Marshall. All associated fees for permits, floor plan approval and stand-by fire watch are your responsibility and final approved copies must be received by **SBH** at least 15 days prior to the event.
- **20. AUXILIARY AIDS: SBH** represents and you acknowledge that the facilities being rented to you, common areas & transportation services will comply with our public accommodations under the Americans with Disabilities Act. You agree to furnish us a list of any auxiliary aids needed by your attendees in meeting or function space at least 2 weeks prior to your event. You agree to pay for all charges associated with the provision of such aids by **SBH**. Although **SBH** will undertake full efforts to prevent any disturbances or malfunctions, we do not take responsibility for any such issues with regards to audio, visual, internet, Wi-Fi, etc.
- 21. DELIVERIES: Arrangements for delivery of packages should be made through the SBH administrative office and will require prior approval. Receiving, handling and shipping charges vary and will apply. No COD packages will be accepted. SBH's policies on safe package handling are based on advice from the United States Postal Service and the federal Centers for Disease Control and Prevention. Client will not hold SBH liable for any loss or damage associated with such deliveries and will be responsible for the removal of all items brought on premises immediately after the event. SBH will attempt to secure and keep items left in relation to your event for up to 2 weeks, however Client assumes full responsibility for any items not claimed at the end of the event and will hold SBH harmless if any items are left behind.
- **22. PROMOTIONAL CONSIDERATIONS:** We have the right to review and approve any advertisements or promotional materials in connection with your function which specifically reference **SBH**'s name and/or logo. **SBH** does not offer or accept any terms or conditions which provide commissions, rebates or other forms of compensation related to food, beverage, room or equipment rental. Client also agrees to allow **SBH** to use pictures and video images taken at this event for promotional purposes whether taken by you, your guests, vendors, etc.
- 23. PREVAILING LAW/NEGOTIATIONS/ATTORNEY FEES: The parties agree that in the event that any dispute arises in any way relating to or arising out of this contract, the prevailing party in any arbitration or court proceeding will be entitled to recover an award of its reasonable attorney's fees and costs, plus pre and post judgment interest. If SBH retains the services of a collection agency or attorney to assist in the collection of any amounts due under this agreement, you will pay all expenses incurred by us in such collection efforts. The entirety of this agreement shall be governed under the prevailing law of the State of California, County of Solano, and the City of Vacaville. Both parties agree that the judicial venue chosen for any court proceedings/arbitrations/filings/etc. must be made in the County of Solano; if more than one such proper venue exists, the venue closest in radial miles to 620 Orange Drive, Vacaville, CA 95687 must be chosen. Both parties have engaged in joint negotiations whilst formatting this Agreement and its terms; the execution of this Agreement has been lawfully undertaken and supersedes any and all prior negotiations, correspondence, or covenants. In the event an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the parties, and no presumption or burden of proof will arise favoring or

disfavoring any party by virtue of the authorship of any of the provisions of this Agreement or its terms.

24. AMENDMENTS/COUNTERPART EXECUTION: The parties agree that any amendments or changes to the arrangements described in this contract must be made in writing and signed by both parties. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. If ownership of **SBH** is transferred to a 3rd party, this contract will remain in full effect.

25. HEALTH & SAFETY: Client and their attendees assumes all risks and accepts sole responsibility for any injury (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability or expense, of any kind, that client and their attendees may experience or incur in connection with attending the event. Client hereby releases, covenants not to sue, discharges and holds harmless SBH, its employees, agents, and representatives, of and from any such claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. Specifically relating to the global COVID-19 pandemic, Client - on behalf of themselves and their guests - acknowledges the contagious nature of COVID-19 and voluntarily assumes the risk of exposure or infection by attending the event, and that such exposure or infection may result in personal injury, illness, permanent disability and death. Client understands that the risk of becoming exposed to or infected by COVID-19 at the event may result from the actions, omissions or negligence of others who may attend the event or their families, colleagues, or others with whom they may have contact. Accordingly, Client understands and agrees that this release includes any claims based on the actions, omissions, or negligence of SBH, its employees, agents and representatives, whether a COVID-19 infection occurs before, during or after participation in the event and/or consumption of food prepared by us. In addition to all other rules and regulations relating to the attendee's attendance at the event, the attendee agrees to comply with all COVID-related procedures that may be implemented by SBH in order to protect as much as possible the health and safety of all attendees.

26. INSURANCE: You agree to obtain and keep in force, during the term of its occupancy and use of our premises for your event, polices of general liability insurance, specifically referring to and including the contractual liability referred to herein, premises-operations, broad form property damage, independent contractors (vendors: DJs, Photographer, photo booths, entertainers, bands, etc.) coverage, Client Hosted Food/Beverage [alcohol] services, and personal injury liability (including outside vendors and guests) with limits of statutory limits, employer's liability insurance with limits of \$1,000,000.00 and automobile liability insurance covering all owned, non-owned and hired vehicles with limits satisfactory to us. You agree to include **SBH** and Owner(s) in such policies as additional insureds thereunder along with all your outside vendors which will be present. Your insurance will be considered primary of any similar insurance carried by us. You must provide us with a copy of the insurance certificate(s) at least seven (7) days prior to your event; if not received in time, we shall purchase a policy on your behalf & you will be responsible for any associated charges.

27. FORCE MAJEURE: Neither party shall be responsible for failure to perform this contract if circumstances beyon	าd
their reasonable control, including but not limited to: acts of God, shortage of commodities or supplies, governmen	ıtal
authority, or if declared war in the United States make it illegal or impossible for SBH to hold the event. If you invoke	e this
clause for any reason, you agree that 10% of the grand total remains the property of SBH as a booking and consulta	ation
fee. If you invoke this clause less than 14 days prior to your event, you agree to forfeit 25% of the event total owed	
to SBH.	

28. Acceptance: I,	have read and understand the conditions of this agreement. I agree that I am
responsible for payment and its	term. I understand that my deposit is non-refundable. I understand and agree that if I
fail to make payment on time to	SBH that my credit card on file will be charged. I agree to pay for any charges incurred
during my event over the estima	ted costs. I understand that I must give a Final Guest count 10 days prior to my event
and that I must pay the amount o	due in full 30 days after my event

Client Signature

AGENDA ITEM	12.(h)
MEETING DATE	February 5, 2025

SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

	GOVERNING BO	OARD A	GENDA ITEM
TO:	Members of the Governing Board		
SUBJECT:	RESOLUTION NO. 24/25-11 PROCLAIMING FEBRUARY 2025 AS BLACK HISTORY MONTH AT SOLANO COLLEGE		
REQUESTED ACT	<u>lon</u> :		
☐Information ☐Consent	OR ⊠Approval OR ⊠Non-Conse	nt	
SUMMARY :			
Board approval of Res	solution No. 24/25-11 to	proclain	n February 2025 as Black History Month.
Basic skills ed	ents achieve their education ucation welopment and training	onal, prof	essional and personal goals
Ed. Code: N/A	Board Poli	cy: N/A	Estimated Fiscal Impact: N/A
	S RECOMMENDATION:		☑ APPROVAL☐ DISAPPROVAL☐ NOT REQUIRED☐ TABLE
	eley, M.F.A. it, Student Services		
PRESENT 4000 Suist	TER'S NAME un Valley Road d, CA 94534	_	
AD	DRESS	_	Kellie Sims Butler, Ph.D Superintendent-President
	864-7159	_	3 - P - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 -
TELEPHO	ONE NUMBER		
	eley, M.F.A.		February 5, 2025
VICE PRESID	DENT APPROVAL		DATE APPROVED BY SUPERINTENDENT-PRESIDENT
Januar	ry 22, 2025		SUI ERINI ENDENI-I RESIDENI
DATE SUI	BMITTED TO DENT-PRESIDENT	_	

SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD

RESOLUTION PROCLAIMING FEBRUARY 2025 AS BLACK HISTORY MONTH AT SOLANO COMMUNITY COLLEGE

RESOLUTION NO. 24/25-11

WHEREAS, Black History Month is celebrated every February as tribute to the achievements of African Americans who have shaped American history from 1619 to the election of the first Black President and first Black Vice-President of the United States of America in 2008 and 2020, respectively, and beyond;

WHEREAS, Dr. Carter G. Woodson initiated the observance of "Negro History Week" in February 1926 to honor the birthdays of Frederick Douglass and Abraham Lincoln, both pivotal figures in the advancement of Black enfranchisement;

WHEREAS, through the dedicated efforts of prominent civil rights activists, the transition to dedicating an entire month to the celebration was advocated and realized in 1976;

WHEREAS, the 2025 National Black History Month theme "African Americans and Labor" illuminates the profound contributions and complex legacy of Black Americans' labor throughout our nation's history, from the foundational yet horrific system of chattel slavery, through the transformative impacts of the Great Migration, to the powerful organizing of leaders like A. Philip Randolph of the Brotherhood of Sleeping Car Porters and Dorothy Lee Bolden of the National Domestic Workers Union of America, recognizing the often-overlooked labor of Black women from domestic workers to educators to labor organizers, and continuing through the essential roles Black workers play across every sector of contemporary American society, including their pivotal leadership in labor movements that have shaped workplace rights and dignity for all Americans;

WHEREAS, African Americans have continually enriched and contributed to our society through their longstanding commitment to resilience, justice, equality, civil rights, and economic and social equality for all;

WHEREAS, African Americans have played a pivotal role in the history, building, and shaping of America and whose contributions should not be understated or marginalized;

WHEREAS, Black history is a part of American history and our complex, shared history is italicized by the contribution of African Americans for over 400 years; now therefore be it

RESOLVED, that the Solano Community College District Governing Board does hereby adopt this resolution to recognize February 2025 as Black History Month.

PASSED AND ADOPTED , This 5th day of February 2025, by the Governing Board of the Solano Community College District.				
DENIS HONEYCHURCH J.D., BOARD PRESIDENT				
KELLIE SIMS BUTLER, PH.D., SECRETARY				

AGENDA ITEM	13
MEETING DATE	December 4, 2024

SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

GOVERNING BOARD AGENDA ITEM				
TO:	Members of the Govern	ning Board		
SUBJECT:	BOARD STUDY SESSION: 10+1 AND THE ACADEMIC SENATI WHAT IS OUR RESPONSIBILITY? OUR OPPORTUNITY?			
REQUESTED ACT	<u>'ION</u> :			
⊠Information □Consent	OR	;		
SUMMARY: A presentation on I Governing Board Me		Senate will be provided at the February 5, 2023		
Basic skills ed	achieve their educational, pa ucation velopment and training	rofessional and personal goals		
Ed. Code: 70902(b)(7)	, Title 5 53200, 53203 Boo	ard Policy: 2005 Estimated Fiscal Impact: N/A		
SUPERINTENDENT'S	RECOMMENDATION:	□ APPROVAL□ DISAPPROVAL□ NOT REQUIRED□ TABLE		
	nua Scott			
	Senate President			
PRESEN	TER'S NAME			
	un Valley Road			
	d, CA 94534	Wall's C' Dealer Die D		
AD	DRESS	Kellie Sims Butler, Ph.D. Superintendent-President		
(707)	864-7000	1		
TELEPHO	ONE NUMBER			
David W	illiams, Ph.D.	February 5, 2025		
	DENT APPROVAL	DATE APPROVED BY		
Т	20, 2025	SUPERINTENDENT-PRESIDENT		
	ry 29, 2025 BMITTED TO			
	DENT-PRESIDENT			

What is our responsibility? Our 10+1 and the Academic Senate: opportunity?

February 2025

Josh Scott, Academic Senate President

Adapted from "The '10+1' and Working with Your Local Senate"—an ASCCC presentation by Ginni May (2020)

-100-

Education Code §70902 (b)(7)

opportunity to express their opinions at the campus level, to ensure that **responsibility** for making recommendations in the areas of **curriculum** these opinions are given every reasonable consideration, to ensure the right to participate effectively in district and college governance, and to Establish procedures...to ensure faculty, staff, and students the ensure the right of academic senates to assume primary and academic standards.

Collegial Consultation

develop policies on academic and professional matters through either "Consult collegially" means that the district governing board shall or both of the following methods, according to its own discretion:

obligation to reach mutual agreement by written resolution, regulation, or policy 2) agreeing that the district governing board, or such representatives as it may 1)relying primarily upon the advice and judgment of the academic senate; or designate, and the representatives of the academic senate shall have the of the governing board effectuating such recommendations.

Title 5 §53200 –Definitions "The 10+1"

Collegial Consultation

Title 5 §53203 –Powers

When **Rely Primarily**:

the recommendations of the senate will normally be accepted, and only Eacademic senate, shall promptly communicate its reasons in writing to in exceptional circumstances and for compelling reasons will the accepted, the governing board or its designee, upon request of the recommendations not be accepted. If a recommendation is not the academic senate.

Collegial Consultation

When Mutually Agree (and agreement has not been reached): Title 5 §53203 -Powers

Existing policy shall remain in effect except in cases of legal liability or fiscal hardship. Board may act, after a good faith effort to reach agreement, only for compelling legal, fiscal, or organizational reasons.

Important Notes

The Governing Board is never prohibited from acting. The Governing Board has final say.

"Exceptional circumstances" and "compelling reasons"

These terms mean that ... in instances where a recommendation is not based on a clear and substantive rationale which puts the explanation accepted the reasons for the board's decision must be in writing and for the decision in an accurate, appropriate, and relevant context.

Erom Participating Effectively in District and College Governance, ASCCC/CCLC, Fall 1998)

۸S

"compelling legal, fiscal, or organizational reasons"

Academic Senate "10 + 1"

"Academic and professional matters" means the following policy development and implementation matters:

- 1. Curriculum, including establishing prerequisites and placing courses within disciplines.
- 2. Degree and certificate requirements.
- 3. Grading policies.

Red = SCC Board of Trustees "relies primarily" on the Academic Senate (2024).

Black = Mutually Agree

- 4. Educational program development.
- 5. Standards or policies regarding student preparation and success.
- 6. District and college governance structures, as related to faculty roles
 - 7 Faculty roles and involvement in accreditation processes, including self-study and annual reports
 - 8. Policies for faculty professional development activities
- Processes for institutional planning and budget development 9. Processes for program review

±+1 Other academic and professional matters as mutually agreed upon

Red = SCC Board of Trustees "relies primarily" on the Academic Senate (2024).

between the Governing Board and Academic Senate

Black = Mutually Agree

Senate Membership

Senate Executive Board:

- President: Josh Scott
- Vice President: Rachel Purdie
- Secretary-Treasurer: Erin Duane
- Past President: LaNae Jaimez
- Adjunct Representative: Kristieen Rodriguez

representatives, and two representatives of part-time faculty Voting membership of Senate is composed of two Fepresentatives from each school, two at large

Subcommittees

Student Equity and Success Council

Administrative Co-chair: Heather Watson-Perez Faculty Chair: Com St. Germain

representative voice for the campus community and will equity issues on campus. The council will strive to be a Mission: The Student Equity and Success Council will provide institutional direction on student success and put the interests and well-being of students first.

Assessment Committee

Chair: Andrew Wesley

faculty creates and maintains assessments and other academic-related helps shape institutional policy regarding assessment; supports faculty aides in the training and implementation of eLumen through which the (GELOs), and institutional learning outcomes (ILOs). The committee in the completion of timely, quality assessments; helps faculty create information about outcomes assessment. In addition, the committee Mission: To provide institutional support and guidance on outcomes assessment including student learning outcomes (SLOs), program quality outcomes and tools for measuring them; and disseminates learning outcomes (PLOs), general education learning outcomes materials.

Curriculum Committee

Chair Jim DeKloe (James. Dekloe@solano.edu).

Voting Members: two administrative deans; thirteen faculty

The functions of the Committee are:

- To evaluate the overall curriculum needs within the College.
- To participate, in cooperation with the departments, in the curriculum planning, development, and review of short-range and long-range curriculum.
- To develop and/or implement state mandated policies and regulations applicable to curriculum and instruction.
- To present recommendations, through the Academic Senate, to the Governing Board regarding additions, modifications, and deletions in the College curriculum.
- ☐ To approve prerequisites and place courses within disciplines.

 ☐ To develop degrees, certificate requirements, and general education requirements.

Academic Program Review Committee

Committee Roles and Responsibilities: The roles and responsibilities of the Academic Program Review Committee are to

- initiate and implement a standardized process to evaluate academic degree
- provide feedback on program review reports
- periodically review APR processes and make policy recommendations to the Academic Senate
 - to serve as a resource for departments/programs under review

Committee Members:

- Representatives from the five academic schools
- The assessment coordinator
- The dean of the school currently completing program reviews

Current activities

- School of Liberal Arts completing program reviews this spring
- CTE Program in Math & Science completing 2-year abridged program reviews this spring
- School of Social & Behavioral Sciences (Business) will be the final school to complete in

Professional Development / FlexCal (PDFC)

Faculty Chair: Nazia Mostafa

Administrative co-chair: Tony Zitko

Additional Members: 3 faculty representative and one CSEA representative

broaden their knowledge, expand their skills, and enhance their abilities to benefit the Mission: to promote professional development opportunities for faculty and staff to students, the college as well as the greater community.

Accomplishments:

- PDFC received 13 funding requests in the Fall 2024 semester. 12 of the funding requests were approved by the committee.
- PDFC assisted with organizing over 50 flex sessions in the Fall 2024 semester. PDFC continues to receive funding requests in the Spring 2025 semester
- The PDFC committee's involvement in the Fall/Spring Convocation was developing the theme and suggesting keynote speakers.

Distance Education (DE)

Faculty Chair: Laura Maghoney 12 Faculty Representatives 3 ex-officio members

focus on pedagogical and curricular issues. The Distance Education Committee Community College, to include delivery methods, best practices, and state-wide Committee certifies individual courses to ensure regular effective contact hours Mission: To deal with campus-wide instructional technology issues with special reviews and makes recommendations regarding Distance Education at Solano Americans with Disabilities Act, and any other identified provisions relevant to compliance, as well as providing resources, training and support for staff and faculty as it relates to distance education. In addition, the Distance Education accreditation, Chancellor's Office Guidelines, Title 5, CA Education Code, or Fand regular instructor initiated contact, as well as compliance with the other external approving agencies, as well as approved local practice.

Questions? Areas within the 10+1 of Collaboration or further discussion?

- 1. Curriculum, including establishing prerequisites and placing courses within disciplines.
- 2. Degree and certificate requirements.
- 3. Grading policies.
- 4. Educational program development.
- Standards or policies regarding student preparation and success.
- District and college governance structures, as related to faculty roles

7. Faculty roles and involvement in accreditation processes, including

- self-study and annual reports
- 8. Policies for faculty professional development activities
 - 9. Processes for program review
- +1 Other academic and professional matters as mutually agreed upon 10. Processes for institutional planning and budget development between the Governing Board and Academic Senate

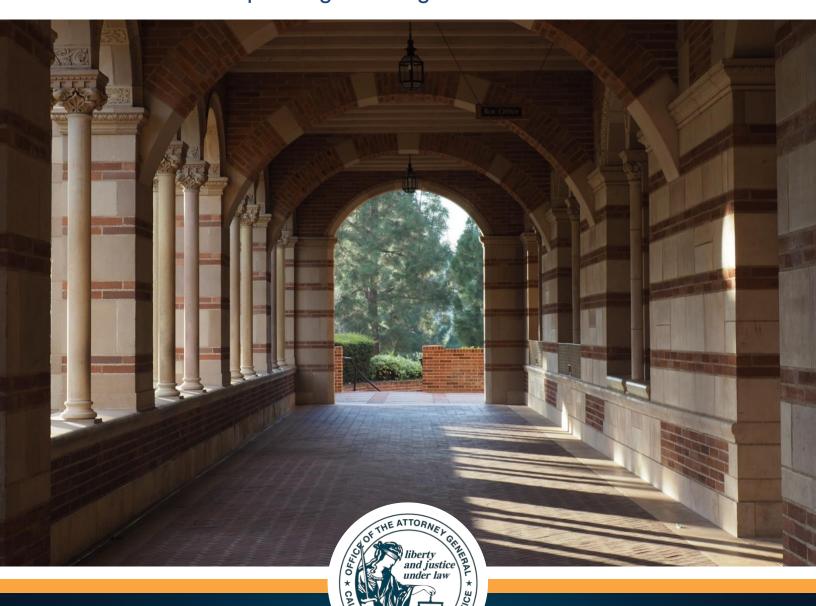
AGENDA ITEM	14.(a)
MEETING DATE	February 5, 2025

SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

		, , , , , , , , , , , , , , , , , , , ,				
ГО:	Members of the Governing Board					
SUBJECT:	PROMOTING A SAFE AND SECURE CAMPUS FOR ALL					
REQUESTED ACT	<u>ION</u> :					
⊠Information ☐Consent	OR OR	☐Approval ☐Non-Consent				
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Promoting a Safe and Secure Campus for All

Guidance and Model Policies to Assist California's Colleges and Universities in Responding to Immigration Issues



Rob Bonta
California Attorney General
December 2024

Table of Contents

Acknowledgments

Introduction	1
Section 1: Gathering and Handling Student and Family Information	4
Purpose of this Section	4
Governing Law	4
Policy Recommendations	12
Section 2: Responding to Law Enforcement Requests for Access to Campus and Residential Units for Immigration Enforcement Purposes	
Purpose of this Section	14
Governing Law	14
Policy Recommendations	17
Section 3: Responding to Law Enforcement Requests to Access Student Records for Immigra Enforcement Purposes	
Purpose of this Section	20
Governing Law and Policy Recommendations	20
Section 4: Responding to Immigration Actions Against Students or Family Members	23
Purpose of this Section	23
Governing Law	23
Policy Recommendations	24
Section 5: Model Policies	26
Gathering and Handling Student and Family Information	26
Responding to Law Enforcement Requests for Access to Campus and Residential Units for Immigration Enforcement Purposes	
Responding to Law Enforcement Requests for Access Student Records for Immigration Enforcement Purposes	31
4. Responding to Immigration Actions Against Students or Family Members	32
Special Project Team	34
Endnotes	35
Appendix A: Immigration and Customs Enforcement "Arrest Warrant" (Form I-200)	
Appendix B: Immigration and Customs Enforcement "Removal Warrant" (Form I-205)	
Appendix C: Federal Search and Seizure Warrant (Form AO 93)	
Appendix D: Federal Arrest Warrant (Form AO 442)	
Appendix E: Department of Homeland Security Immigration Enforcement Subpoena (Form I-1	138)
Appendix F: Federal Judicial Subpoena (Form AO 88B)	
Appendix G: Notice to Appear Form (Form I-862)	

Introduction

California's higher education system includes three public segments—the University of California (UC), the California State University (CSU), and the California community colleges. Higher education in California also includes over 150 private nonprofit colleges and about 130 for-profit institutions.¹ In total, the State's colleges and universities enroll more than 2 million students from a wide range of backgrounds.² The State's postsecondary educators have the incredible opportunity, and responsibility, to provide effective learning environments for all students, regardless of nationality or immigration status.

As reported by the Migration Policy Institute, there are currently 150,090 Deferred Action for Childhood Arrivals (DACA) recipients in California.³ Overall, in 2021, there were approximately 83,000 undocumented postsecondary students in California, approximately 38,000 of whom were DACA recipients.⁴

Immigration enforcement threats have led to questions about student information held by state community colleges and universities in support of students' pursuit of their educational goals. California's community colleges and universities welcome all students and support their educational rights and opportunities. Under the U.S. Constitution, all students have a right to receive an education without discrimination based on immigration status. In *Plyler v. Doe*, the U.S. Supreme Court recognized that undocumented immigrant students cannot be denied equal access to a public education on the basis of their immigration status.⁵

Under the California Constitution, all students and staff–regardless of immigration status– have a right to privacy⁶ and "the inalienable right to attend campuses which are safe, secure and peaceful."⁷ The California Supreme Court has affirmed that an immigrant student's right to an equal educational opportunity is "a vitally important right in our society."⁸ Protections are expressly codified in California law to assure educational access for all, regardless of a student's immigration status, "in any [educational] program or activity conducted by an educational institution that receives, or benefits from, state financial assistance, or enrolls pupils who receive state financial aid."⁹

Purpose of this Guide

The first version of this guide was published after Senate Bill (SB) No. 54 (2017-2018 Regular Session) mandated that the Attorney General publish model policies "limiting assistance with immigration enforcement to the fullest extent possible consistent with federal and state law at public schools…and ensuring that they remain safe and accessible to all California residents, regardless of immigration status." ¹⁰ SB 54 further required that public schools implement the model policies, or equivalent policies, and encouraged the UC and all other organizations and entities that provide postsecondary education to adopt the model policies. ¹²

In addition, Assembly Bill (AB) No. 21 (2017-2018 Regular Session) provided that the CSU Trustees, the governing boards for the California community college, and each qualifying independent institution¹³ were required to—and the UC Regents were requested to—adopt and implement the model policies issued by the Attorney General pursuant to SB 54's mandate, or equivalent policies, by March 1, 2019.¹⁴

In 2018, then-California Attorney General Xavier Becerra issued an earlier version of this guide to all California colleges and universities to fulfill this mandate. California Attorney General Rob Bonta is now issuing a new edition of this guide to equip California colleges and universities with the updated information and resources necessary to support all their students and to safeguard the rights and privacy of immigrant students and their families.

This new edition is intended to assist higher education agencies in complying with California law, which limits state and local participation in immigration enforcement activities. Such participation diverts state resources, blurs lines of accountability, and threatens trust between immigrant communities and state and local agencies that provide critical public services. The model policies laid out in this guide are aimed at assisting California's colleges and universities in focusing their resources on their critical missions, while leaving immigration enforcement efforts to others.

This guide is intended to help colleges and universities establish practical steps to protect the rights of all students, including immigrant students, by stating the governing law and model policies for handling and responding to the following circumstances:

- Gathering and Handling Student Information;
- 2. Responding to Law Enforcement Requests for Access to Campuses and Residential Units for Immigration Enforcement Purposes;
- 3. Responding to Law Enforcement Requests to Access Student Records for Immigration Enforcement Purposes; and
- 4. Responding to Immigration Actions Against Students or Family Members.

Information provided in this guide applies not only to information gathered from students and their families, but also to information obtained from other sources for educational purposes by the college or university (e.g., other educational institutions or related parties facilitating that transfer of information).

This guide aims to help ensure that California's colleges and universities remain an accessible resource for all residents to pursue higher education, and the Attorney General's model polices are intended to apply to immigration enforcement actions involving students attending each campus. This guide is not intended to cover the obligations arising from employer-employee relationships at colleges and universities. Colleges and universities should be aware that other laws may apply to immigration enforcement activities and requests for information directed at campus employees as the subjects.¹⁵

California law enforcement agencies are prohibited under state law from performing the functions of immigration enforcement officers. But colleges and universities should be aware that, although U.S. Immigration and Customs Enforcement (ICE) or U.S. Customs and Border Protection (CBP) are the agencies with primary responsibility for federal immigration enforcement, there are instances in which other law enforcement agencies, may attempt to enforce federal immigration laws. In this guide, ICE, CBP, and other law enforcement agencies attempting to enforce immigration laws are treated the same, in terms of the advice given for how colleges and universities should handle interactions with them. Any policy adopted to address interactions between college and university personnel and

immigration enforcement officers should encompass all law enforcement agencies that seek to enforce immigration law, and should handle requests from all law enforcement agencies acting with that purpose in the same way.

To the extent that colleges and universities have developed policies that are aligned with or provide greater protections for immigrants, this guide is not intended to supersede those policies. Nor does the exclusion of a particular policy in this guide—whether recommended by an advocacy group or implemented by an agency—necessarily indicate the Attorney General's disapproval of that policy. Rather, this guide offers foundational policies reflecting the minimum that should be present in the policies adopted by any California college or university and should serve as a resource to enhance current policies as needed and ensure alignment with the state law. Ultimately, the college's or university's policies must at minimum follow the model policies here, except where contrasting laws or circumstances require adjustments.

It is important that colleges and universities train staff for possible interaction with immigration enforcement officers, so that staff can be prepared in the event of an immigration enforcement activity, inquiry, or request at the college or university, including determining when, if at all, any potential disclosures of information will be necessary.

For colleges and universities that are required to adopt policies under SB 54 and AB 21, their policies must substantially reflect the model policies here, except where contrasting laws or circumstances require adjustments.

This guide is not legal advice. This guide is based on current law as of December 2024, which may change. College and university administrators should consult with their attorneys when formulating their own policies and practices—and in addressing any questions—regarding the issues covered in this guide.

Gathering and Handling Student and Family Information

Purpose of this Section

 Provide college and university administrators with policies for collecting and retaining information to prevent unnecessary collection of information on the immigration status of students and their families.

Governing Law

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Federal law does not impose an affirmative duty on state or local government entities, including colleges and universities in admission decisions of students who graduated from a California high school or the equivalent, to collect, hold, or process information establishing a student's citizenship or immigration status.

California law prohibits California law enforcement agencies from "using any agency or department moneys or personnel to investigate, interrogate, detain, detect, or arrest persons for immigration enforcement purposes" and generally prohibits "[i]nquiring into an individual's immigration status."¹⁷ State law also prohibits California law enforcement agencies, including campus police and security departments, ¹⁸ from engaging in the following activities for the purposes of immigration enforcement:

Law Enforcement Actions Prohibited under Senate Bill No. 54

- √ Generally providing personal information, as defined in section 1798.3 of the Civil Code, about an individual for immigration enforcement purposes, including, but not limited to, the individual's home address or work address, unless that information is available to the public;
- ✓ Contracting with the federal government for use of local law enforcement facilities to assist in immigration enforcement;²⁰
- √ Assisting immigration authorities, or performing any functions of an immigration officer, formally or informally;²¹
- √ Participating in programs under section 287(g) of the federal Immigration and Nationality Act²² that allow federal immigration agencies to enter into agreements with local law enforcement agencies for the purpose of carrying out immigration enforcement actions.²³

Section 1373 of title 8 of the United States Code provides that state and local government entities and officials cannot prohibit or restrict any government entity or official from maintaining information regarding a person's immigration status with other governmental entities, or sending or receiving information regarding the citizenship or immigration status of any individual to or from federal immigration enforcement authorities.²⁴ The Ninth Circuit construed section 1373 narrowly, finding that the scope of information covered by the statute is limited to "information strictly pertaining to immigration status (i.e., what one's immigration status is)" and clarifying that the federal statute does not apply to other categories of information, such as a student's home or work address.²⁵

1. Admissions Information

Social Security Numbers

Every individual has a privacy interest in retaining the confidentiality of his or her Social Security number (SSN).²⁶ The Family Educational Rights and Privacy Act (FERPA) protects the privacy of students by prohibiting all colleges and universities that receive federal funds from disclosing personally identifiable information contained in education records to any third party without the student's permission.²⁷ Under FERPA's implementing regulations, a student's SSN is considered personally identifiable information, and subject to limited exceptions, cannot be disclosed without written consent.²⁸ Thus, colleges and universities are prohibited from designating SSNs as directory information or allowing them to be used to identify the student or the student's records.²⁹

One of the most significant exceptions to the consent requirement allows sharing personally identifiable information with school officials with a legitimate educational interest.³⁰ But none of these exceptions authorize or require disclosing information for immigration enforcement (which is not a legitimate educational interest), nor is there any other requirement, in either federal or state law, to provide information to officers engaged in immigration enforcement, the Department of Homeland Security (DHS), ICE, or any other agency within DHS, without a court order or judicial subpoena.³¹

During the admissions and enrollment process, a college or university may request a student's SSN for administrative purposes, to the extent required by federal law, including for Internal Revenue Service (IRS) related matters,³² financial aid eligibility and disbursement, and the repayment of financial aid or other debts payable to the college or university.³³ However, students are not required to provide a SSN on applications to enroll in college or university. A student who is a DACA beneficiary, for example, or who has not obtained a SSN, may elect to leave the item blank on the application. Typically, the college or university will assign applicants a temporary student identification number for use in the application process and while attending the school.³⁴

Please Note: The University of California recommends that undocumented students with a valid SSN for work authorization purposes (i.e. DACA beneficiaries), or those who possess an Individual Tax Payer Identification Number (ITIN), use any of these in their admissions application, but can choose to leave the item blank. Keep in mind that different campuses may have different funding opportunities available for undocumented students, and this information could help in rendering students eligible. Additionally, if the student is also applying for state or institutional financial aid through the California Dream Act Application, it is recommended that the student input the same number included in that application for financial aid.

Country of Citizenship

Applicants seeking admission to a college or university are often asked to list a country of citizenship for financial aid purposes. All applicants, including undocumented students, have the option to leave this blank or choose "No Selection" if it is available in the application.³⁶ This option is considered a valid response for undocumented applicants, including those with DACA status. By choosing "No Selection," when available, the applicant will avoid being asked subsequent questions about permanent residency and visa status that are not applicable.

California Residency

The rules governing state residency for postsecondary education purposes are determined by the California Education Code.³⁷ Public colleges and universities can request residency information from the applicant for tuition calculation purposes.³⁸

Assembly Bill (AB) No. 540 (2001-2002 Regular Session) established an exemption from the payment of nonresident tuition for certain nonresident students who have attended high school in California and received a high school diploma or its equivalent.³⁹ Later legislation has provided opportunities for qualifying for nonresident tuition exemptions.⁴⁰

The expanded tuition exemption opportunities also take into account time spent at California adult schools, community colleges, or a combination of high schools and elementary schools, when meeting time and coursework requirements. Students can also become eligible for the nonresident tuition exemption by showing attainment of an associate degree from a California community college or fulfillment of minimum transfer requirements from a California community college to a UC or CSU campus. Additionally, in the case of a person without lawful immigration status, California law requires the filing of an affidavit with the institution of higher education stating that the student has filed an application to legalize his or her immigration status, or will file an application as soon as he or she is eligible to do so."43

An exemption applicant must complete a form, often referred to as the AB 540 Affidavit or the California Nonresident Tuition Exemption, and submit it to the college or university he or she plans to attend. Under the law, any student information obtained in the implementation of AB 540 is confidential.⁴⁴

Please Note: Successful submission of an AB 540 Affidavit does not classify the student as a California resident for enrollment purposes. But the student is exempt from paying nonresident tuition and will be charged in-state tuition and fees. Further, students with AB 540 status can be considered for state and institutional financial aid. Undocumented students who do not meet the AB 540 tuition requirements are not eligible for the exemption.⁴⁵

The residency status of a student's parent or legal guardian is not required when applying to a college or university. However, a college or university can consider a parent's (or legal guardian's) state residency to determine a student's residency status for tuition purposes.⁴⁶

International Students

International students with a nonimmigrant F-1, M-1, or J-1 student classification visa are allowed to study in the United States like any other admitted college or university student. Thus, colleges and universities may also ask for the student's SSN and country of citizenship. Generally, SSNs can be obtained by people who are authorized to work in the United States. Most international student visas do not grant work authorization.⁴⁷ As discussed above, students with no reported SSNs will likely be assigned a student identification number by their school. International students should answer the question of country of citizenship, which will lead them to identify which visa classification they possess.

FERPA itself does not distinguish between students based on their immigration status. Therefore, FERPA protects personally identifiable information contained in student records of international students.

Any college or university that enrolls nonimmigrant international students on F (academic)

and M (vocational) visas must be certified by ICE's Student and Exchange Visitor Program (SEVP).⁴⁸ SEVP-certified colleges and universities must comply with all SEVP data collection requirements or risk becoming ineligible to enroll foreign students.⁴⁹ Additionally, SEVP representatives are authorized to conduct site visits when a school seeks SEVP certification and recertification, and may visit campuses to monitor schools' participation and compliance with SEVP requirements.⁵⁰ ICE officials therefore may be present on campuses for purposes unrelated to apprehension and removal.

Personal Statements & Personal Insight Application Questions

Personal essays and personal insight questions are often used by school admissions officers to assess a student's application. These essays and questions often include a main admissions essay, a series of short questions throughout the application process, or essay questions for specific housing programs or scholarships. These essays and questions do not require disclosure of an applicant's immigration status, such as whether they are undocumented, a DACA recipient, or the beneficiary of Temporary Protected Status (TPS). However, answers to these writing prompts may allow students to shed light on the various experiences and qualities that make their applications distinct from others. Providing this information can help admissions officers understand the circumstances an applicant has had to navigate or their resources available to afford college. Colleges and universities should only use this information during the process of considering applications and should establish policies and procedures for ensuring its protection and limited retention.⁵¹ A student's personal statement and application become education records, subject to the protections of FERPA, when that student attends the college or university. Therefore, except as permitted under FERPA, a college or university cannot disclose this information without the express written consent of the student.⁵²

2. Financial Aid

Financial aid offices collect, manage, and have access to a large amount of confidential data about students and their parents. This information is often obtained through the Free Application for Federal Student Aid (FAFSA), the state-administered California Dream Application (intended to serve students with AB 540 status or pursuant to AB 2000,⁵³ as well as students who have a U visa or TPS), or by the submission of family tax returns or other documentation necessary to help establish financial aid eligibility. It can include a student's SSN and, in some cases, information about citizenship or immigration status.

To qualify for federal financial aid, a student must be a U.S. citizen, permanent resident, or eligible noncitizen.⁵⁴ Undocumented immigrants, including DACA beneficiaries, are not eligible for federal aid.⁵⁵ Eligibility is not affected if a student's parents are undocumented.⁵⁶ However, the FAFSA form requests parents' SSNs. Students whose parents do not have SSNs are advised by the U.S. Department of Education to select the box that indicates they do not have an SSN.⁵⁷

The California Dream Act (AB 130 and AB 131)⁵⁸ allows students who qualify for AB 540/ AB 2000/SB 68⁵⁹ non-resident tuition exemptions to apply for and receive state-administered financial aid (e.g., Cal Grants and CA Middle Class Scholarships), and financial aid administered by public institutions (including institutionally funded grants as well as those funded by private donors, alumni contributions, and departments, and the California DREAM Loan).⁶⁰

To be eligible for these state aid programs, a student must first meet the AB 540/AB 2000/SB 68 criteria, discussed above. Students must then submit a California Dream Act application to the California Student Aid Commission, which shares the application with campuses designated by the applicant. The application requests the student's SSN or ITIN, but states that

providing this information is optional; the form does not request this information for parents. For its financial aid programs, CSAC requires submission of a grade point average verification, which does not require a SSN. Additionally, to be eligible to use state-funded or institutionally funded work study, AB 540-qualified students must also show that they are DACA recipients and therefore authorized to work in the United States. The California Dream Application requires annual renewal, much like the FAFSA.

Federal laws such as the Higher Education Act, FERPA, and the Privacy Act control and protect the use and release of this student data. For example, the Higher Education Act allows the FAFSA to collect a student's and parent's SSNs to verify identity and retrieve records, 65 but it also restricts the use of the FAFSA data to the application, award, and administration of aid awarded under federal student aid programs, state aid, or aid awarded by eligible institutions. 66 Additionally, the Higher Education Act also prohibits the use of National Student Loan Data System information for non-governmental research and marketing purposes. 67 As noted above, FERPA protects the privacy of students by prohibiting colleges and universities from disclosing personally identifiable information contained in education records, such as SSNs. 68 Similarly, the Privacy Act governs the collection, maintenance, and use of records maintained by federal agencies, such as the U.S. Department of Education, and generally prohibits agencies from disclosing data contained in those records without prior written consent from the individual. 69

State and federal law also generally prohibit colleges and universities from releasing personally identifiable information in education records to third parties, absent informed consent. However—and as stated in Sections 2 and 3, below—a college or university must comply with all valid judicial warrants, court orders, or subpoenas. 1

Please Note: Under current immigration law, receiving publicly funded housing vouchers, medical or nutritional benefits does not make someone a "public charge," a factor which negatively affects an immigrant's chances of becoming a legal resident.⁷² Importantly, the public-charge test does not apply to many categories of immigrants, including refugees, asylum seekers, certain victims of trafficking, self-petitioners, and some other persons.⁷³

3. Campus Housing

University housing options vary from campus to campus, and therefore, housing offices may have cause to collect different information from students. This information may include students' pre-college home address, phone number, e-mail address, and emergency contact information. College/university housing offices may also have access to information regarding whether students qualify for AB 540 or California Dream Act aid for the purposes of granting fee waivers or deferrals to students applying for on-campus housing. Further, applications for themed housing programs may include essay questions, in response to which, some students may choose to disclose their immigration status. This information is protected under FERPA. California law also requires colleges and universities to refrain from disclosing students' personal information except "as part of a directory that does not include residence addresses...."74 Colleges and universities should store this information securely and inform students that this information is confidential. For more specific information on whether and when information must be released to officers engaged in immigration enforcement, see Section 2: Responding to Law Enforcement Requests for Access to College Campuses and Residential Units for Immigration Enforcement Purposes and Section 3: Responding to Law Enforcement Requests to Access Student Records for Immigration Enforcement Purposes, below.

4. Campus Police

Among the California law enforcement agencies covered by SB 54 are the police and security departments of public schools. Public college and university police departments shall not "[u] se agency or department moneys or personnel to investigate, interrogate, detain, detect, or arrest persons for immigration enforcement purposes. Additionally, campus police cannot initiate a contact, detention, questioning, or arrest of any student, employee, or other person on campus on the basis of his or her suspected undocumented immigration status or to discover the individual's immigration status. And campus police or security cannot undertake joint efforts with immigration authorities to investigate, detain, or arrest individuals for violation of immigration laws.

Importantly, investigative reports and other files, documents, or records created and maintained by campus police for a law enforcement purpose are not considered education records under FERPA.⁷⁹ Rather, law enforcement agencies with responsibilities on or around public college and university campuses should also ensure that their policies regarding the use of non-criminal history information regarding students is in compliance with the requirements of SB 54.⁸⁰

Nonetheless, the California Government Code prohibits college or university police from providing "personal information" about an individual for immigration enforcement purposes, unless that information is publicly available. The definition of "personal information" incorporates any information that "identifies or describes an individual" including, but not limited to, an individual's physical description, home or work address, telephone number, education, financial matters, medical or employment history, and statements made by, or attributed to, the individual. This would include a student's course schedule, which is described as "personal information" protected by Education Code section 66093.3. Therefore, SB 54 would generally prohibit sharing such other personally identifiable information, even if contained in investigative reports and other files, documents, or records created and maintained by campus police for a law enforcement purpose.

While the California Government Code does not prohibit campus police from sharing information regarding a person's citizenship or immigration status with governmental entities, 83 California law prohibits public college and university law enforcement officers from asking a student about his or her immigration status for immigration enforcement purposes. 84

For example, SB 54 contains a limited, express exemption permitting inquiry into immigration status where "necessary to certify an individual who has been identified as a potential crime or trafficking victim for a T or U visa" In fact, California law provides additional protections for crime victims that reinforce the federal protections afforded under the Violence Against Women Act (for U visas), as well as under the Victims of Trafficking and Violence Prevention Act (for T visas). California's Immigrant Victims of Crime Equity Act requires state and local law enforcement agencies, prosecutors, judges, and other entities and officials to certify the helpfulness of undocumented victims of qualifying crimes on a federal U Nonimmigrant Status Certification (Form I-918), also known as a "U visa certification" if certain conditions are met. Leave the qualifying criminal activity and other entities and officials are to complete U visa certifications for immigrant crime victims of qualifying criminal activity who possess information about the qualifying criminal activity and have been or are likely to be helpful to the investigation or prosecution of that qualifying criminal activity. The 2023 Immigrants Rights Act strengthened these protections and applied them to indirect victims and bystander or witness victims as well.

Under California law, there is a rebuttable presumption that an immigrant victim is helpful, has

been helpful, or is likely to be helpful, if the victim has not refused or has not failed to provide information and assistance reasonably requested by law enforcement. A certifying official may withdraw a previously granted certification only if the victim refuses to provide information and assistance when reasonably requested. Further, the certifying official must fully complete and sign the U visa certification and include specific details about the nature of the crime investigated or prosecuted and a detailed description about the victim's helpfulness or likely helpfulness to the detection or investigation or prosecution of the criminal activity.

This certification must be completed within 30 days of the request, unless the applicant is in immigration removal proceedings, in which case the certification must be completed within seven days of the first business day following the receipt of the request. Further, a "certifying entity" is prohibited from disclosing the immigration status of a victim or person requesting the Form I-918 Supplement B certification, except to comply with federal law or legal process, or if authorized by the victim or person requesting the Form I-918 Supplement B certification. The certifying entity must forward the completed Form I-918 Supplement B certification to the victim, victim's family member, attorney, or authorized representative without requiring the victim to provide government-issued identification. If the certifying entity does not certify a Form 1-918 Supplement B certification, they must provide a written explanation for the denial, and they may not refuse because of the victim's criminal or immigration history, extent of harm, or inability to produce a crime report, among other reasons.

More detailed guidance on California's Immigrant Victims of Crime Equity Act and the Immigrant Rights Act can be found in the California Department of Justice, Division of Law Enforcement, DLE Information Bulletin No. 2024-DLE-05, *Update to Information Bulletin 2020-DLE-01: New and Existing State and Federal Laws Protecting Immigrant Victims of Crime* (April 3, 2024), available at https://oag.ca.gov/system/files/media/2024-dle-05.pdf.

Public college and university law enforcement agencies should adopt policies limiting their own collection of immigration status information. College and university police or security departments should not maintain a database or aid federal efforts to create a registry containing individuals' country of birth or based on any protected characteristic of victims, witnesses, or suspects of crimes, unless required by law for specified purposes.

5. University Disciplinary Records

While disciplinary records maintained by a college or university are protected as "education records" under FERPA, ⁹⁶ there are certain narrow circumstances in which disciplinary records may be disclosed without the student's consent. A college or university may disclose to an alleged victim of any crime of violence or a nonforcible sex offense the final results of a disciplinary proceeding against the alleged perpetrator of that crime, regardless of the results. ⁹⁷ A college or university may disclose to anyone—not just the victim—the final results of a disciplinary proceeding conducted against a student who is an alleged perpetrator of a crime of violence or a nonforcible sex offense, if the institution determines that the student has committed a violation of the institution's rules or policies with respect to the offense. ⁹⁸ Final results are limited to name, violation and sanction and would not include immigration status.

For more information on whether and how college and university law enforcement must comply with requests for information or physical access to nonpublic spaces on school property, see Section 2: Responding to Law Enforcement Requests for Access to Campuses and Residential Units for Immigration Enforcement Purposes and Section 3: Responding to Law Enforcement Requests to Access Student Records for Immigration Enforcement Purposes, below.

6. Campus Healthcare Facilities

Colleges and universities may provide health or medical services to students. While the records in most medical facilities in the United States would be governed by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the HIPAA privacy rules do not extend to student medical treatment records and other records protected by FERPA.99 In a health and safety emergency, FERPA permits school officials to disclose without student consent education records, including personally identifiable information from those records, if disclosure is necessary to protect the health or safety of students or other individuals. 100 Records and information may be released to "any person whose knowledge of the information is necessary to protect the health or safety of the student or other individuals." 101 Additional guidance promulgated by the United States Department of Education on use of the "health and safety emergency" lists law enforcement as a possible recipient of student information in case of a health and safety emergency. 102 The United States Department of Education interprets FERPA to also permit institutions to disclose information from education records to parents, if the agency determines there is an articulated and significant threat to health and safety that disclosure of certain limited information to a parent would prevent. 103 However, release of information for purposes of immigration enforcement is not among the enumerated exceptions to the consent requirements within FERPA.

For more detailed information on privacy and immigration protections in public health facilities, please see the guide titled *Promoting Safe and Secure Healthcare Access for All: Guidance and Model Policies to Assist California's Healthcare Facilities in Responding to Immigration Issues* (October 2018), available at https://oag.ca.gov/sites/all/files/pdfs/immigration/healthcare-guidance.pdf.

Policy Recommendations

In addition to the model policies appearing in Section 5, the Attorney General makes the following additional, discretionary policy recommendations.

Colleges and universities should review their student enrollment, residency, and data collection policies and practices to ensure that they comply with these federal and state laws. The review should also aim to safeguard against inadvertently discouraging immigrant or undocumented students from applying to or enrolling in colleges and universities because of the content of the application or enrollment forms or the mechanics of the application or enrollment processes.

1. Policies for Gathering and Handling Student and Family Information

Dissemination of Information to Students

Policies and procedures for gathering and handling sensitive student information during application, enrollment, or otherwise should be set out in writing and posted on the institution's website. Staff should receive training on these policies and procedures.

Documents/Record Retention

As discussed below, colleges and universities should avoid seeking or collecting information about the immigration status of students or their families. However, if the college or university is required to ask students for demographic information because of federal reporting requirements, or if a student discloses this information, such information should be held in accordance with applicable laws and shall not impede admissions decisions or educational access of the student to courses or degree programs. Moreover, the college and university should not use such information to create a registry based on race, gender, sexual orientation, religion, ethnicity, or national origin, unless required by law for specified purposes.

College and university officials involved in administering financial aid should limit the collection of sensitive student information to that which is required for financial aid determinations and award processes. Sensitive information, such as student or parent SSNs and AB 540 determinations, should remain confidential, consistent with federal and state law. Offices collecting sensitive information should provide assurances to students that their information is subject to confidentiality protections under state and federal law. Procedures for complying with warrants, orders, or subpoenas, including verifying that they have been lawfully issued, should also be adopted.

2. Immigration Status, Citizenship Status, National Origin Information

Colleges and universities should not collect personally identifiable information about a student, including citizenship and immigration status, unless required by law. They should not at any time seek or require, to the exclusion of other sufficient and permissible information, data regarding or probative of a students' or their parents' citizenship (U.S. citizenship or foreign citizenship) or immigration status (e.g., immigration number). Any data gathered shall remain confidential consistent with federal and state law and shall be used only for the limited purpose for which it was intended.

Purpose of this Section

- Provide college and university administrators with policies and practices for responding to requests for access to campus facilities and residential units, and for contact with students for immigration enforcement purposes.
- Provide a description of the types of documents law enforcement officers may present when seeking to access students and documents.

Governing Law

1. Protected Area Policies

Schools, which include postsecondary schools, colleges, universities, and vocational or trade schools, are considered "protected areas" under the policy in effect at the time of publication of this guide. 104 DHS's current policies, which govern both ICE and CBP, do not prohibit enforcement actions at protected areas. Rather, the policy provides that enforcement actions in or near protected areas should be avoided to the fullest extent possible. 105

The protected-area policies cover any actions taken by ICE or CBP to apprehend, arrest, interview, or search for an individual or to conduct surveillance for immigration enforcement purposes. These policies do not extend to actions such as obtaining records, documents, and similar materials from officials or employees; providing notice to officials or employees; engaging in the Student and Exchange Visitor Program (SEVP); or participating in official functions or community meetings. ¹⁰⁶

The published protected-area policies in place when this guide was drafted may be modified, superseded, or withdrawn at any time with little or no notice. The following discussion of documents that law enforcement officers may present when seeking to access campuses and student records is accurate as of the time of publication.

2. Warrants, Subpoenas, and Court Orders

A college campus may have areas that are open to the public, areas that have restricted access, and areas, such as residences, that cannot be accessed by law enforcement, including immigration enforcement, absent valid consent or a duly-issued judicial warrant. The different documents that permit access to persons, locations, and records are discussed here and included in Appendix A to G.

Additionally, as required by AB 21, each CSU, community college, and qualifying independent institution shall advise all students, faculty, and staff having contact with officers engaged in immigration enforcement who are executing any federal immigration order, to refer the officers to the office of the chancellor or president or that office's designee for purposes of verifying the legality of these listed documents.¹⁰⁷

ICE Administrative "Warrant"

An ICE administrative "warrant" is the most typical type used by immigration enforcement officers. Such a document authorizes an immigration enforcement officer to arrest a person suspected of violating immigration laws. An ICE warrant can be issued by any authorized immigration enforcement officer. An ICE administrative warrant is not a warrant within the meaning of the Fourth Amendment to the U.S. Constitution, because an ICE warrant is not supported by a showing of probable cause of a criminal offense. An ICE warrant is not issued by a court judge or magistrate.

An ICE warrant does not grant an immigration enforcement officer any special power to compel college or university personnel to cooperate with his or her requests. For example, an ICE warrant does not authorize access to nonpublic areas of a college or university. An ICE warrant alone does not allow an immigration enforcement officer to search college or university records. (See Appendix A for a sample ICE administrative "arrest warrant" (Form I-200), and Appendix B for a sample ICE "removal warrant" (Form I-205).)

College and university personnel should not physically interfere with an immigration enforcement officer in the performance of his or her duties. However, a college or university employee is not required to assist with the apprehension of a person identified in an ICE administrative warrant, nor is he or she required to consent to an immigration enforcement officer's search of college or university facilities. In fact, a college or university that is a public employer may not provide voluntary consent to an immigration enforcement officer seeking access to a nonpublic area when presented with an ICE warrant. 108

Federal Court Warrant

A federal court warrant is issued by a district judge or a magistrate judge of a U.S. District Court, based on a finding of probable cause authorizing the search or seizure of property, the entry into a nonpublic place to arrest a person named in an arrest warrant, or the arrest of a named person.

There are two types of federal court warrants, a search-and-seizure warrant and an arrest warrant.

- A federal search-and-seizure warrant allows an officer to conduct a search authorized by the warrant. (See Appendix C for a sample federal search and seizure warrant (Form AO 93).)
- A federal arrest warrant allows an officer to arrest the individual named in the warrant.
 (See Appendix D for a sample federal arrest warrant (Form AO 442).)

Prompt compliance with a federal court warrant is usually required. Where feasible, however, college and university personnel should consult with the designated campus official or legal counsel before responding.

Administrative Subpoena

An administrative subpoena is a document that requests production of documents or other evidence, and (in the immigration enforcement context) is issued by an immigration enforcement officer. The administrative subpoena will contain the following information: file number, subpoena

number, mailing address to which to mail the requested information, a list of the regulations that apply, the request for information, and the signature(s) of the agent(s). (See Appendix E for a sample administrative subpoena (Form I-138).)

College and university staff generally do not need to immediately comply with an administrative subpoena. If an immigration enforcement officer arrives with a pre-designated administrative subpoena, the college or university may decline to produce the information sought and may choose to challenge the administrative subpoena before a judge. Therefore, college and university personnel should immediately contact a designated campus official or legal counsel upon receipt of a subpoena.

Federal Judicial Subpoena

A federal judicial subpoena is a document that asks for the production of documents or other evidence. The federal judicial subpoena will identify a federal court and the name of the judge or judicial magistrate issuing the subpoena, and may require attendance at a specific time and location and the production of prescribed records. (See Appendix F for a sample federal judicial subpoena.)

As with an administrative subpoena, noted above, a college or university generally does not need to immediately comply with a federal judicial subpoena, and can challenge it before a federal judge in a U.S. District Court. Court personnel should therefore immediately contact the designated campus official upon receipt of a federal judicial subpoena.

Court Order

If an immigration enforcement officer arrives with a court order, the designated campus official shall review the order with legal counsel or other designated person, and then respond accordingly.

Notice to Appear

A Notice to Appear (NTA) is a charging document issued by ICE, CBP, or the United States Customs and Immigration Service (USCIS) seeking to commence formal removal proceedings against an individual before an immigration court. An NTA contains allegations made about a particular person's immigration status. An NTA notifies an individual that he or she is expected to appear before an immigration judge on a certain date. An NTA does not authorize an individual's arrest by immigration enforcement authorities or local law enforcement authorities. (See Appendix G for a sample Notice to Appear form (Form I-862).)

An NTA does not require college or university staff to take any action or grant an officer engaged in immigration enforcement any special power to compel the college or university to cooperate with the officer. An NTA does not authorize access to nonpublic areas of the campus. An NTA does not legally require college or university staff to allow authorities to search student or other school records.

3. Immigrant Worker Protection Act

The Immigrant Worker Protection Act (Assembly Bill No. 450, 2017-2018 Regular Session) imposes obligations on public employer conduct, and persons acting on their behalf, at colleges and universities in the event an immigration enforcement agent seeks to enter the employer's place of business, subject to certain specified exceptions. Public employers, or persons acting on behalf of the employer, are prohibited from providing "voluntary consent" for an immigration enforcement agent to enter "any nonpublic areas of a place of labor. This provision does not apply if the immigration agent provides a judicial warrant. This provision also does not preclude a public employer from bringing an immigration enforcement agent into a nonpublic area of the workplace for the purpose of deter- mining whether the agent has a judicial warrant, "provided no consent to search nonpublic areas is given in the process." 113

Whether voluntary consent has been provided by a public employer, or a person working on behalf of an employer, is a fact-based determination that depends upon the specific circumstances of the interaction between the employer and the officer conducting immigration enforcement, including the conduct of, and words used by, the employer or person working on behalf of the employer. In general, for consent to be voluntary, it cannot be the result of duress or coercion, whether express or implied.

Policy Recommendations

In addition to the model policies appearing in Section 5, the Attorney General makes the following additional, discretionary policy recommendations.

1. Access to Areas of Campus

The Fourth Amendment to the United States Constitution protects individuals against unreasonable searches and seizures. What is required for law enforcement officers to access areas of a campus depends on whether a student—or any person on campus—has an expectation of privacy in the place to be entered. For example, a warrant is not required to enter a quad open to the public, but a warrant would be required for any officer to enter a dormitory room occupied by a student resident without the student's permission. Where a reasonable expectation of privacy exists, the federal Constitution prohibits access without consent, a judicial warrant, or the types of emergency situations that excuse the warrant requirement (e.g., a fleeing suspect or the imminent destruction of evidence).

Classrooms and Restricted Areas

This guide does not address all of the factual circumstances that may arise relating to an individual's Fourth Amendment protections in different areas of a campus. However, California colleges and universities can have, and indeed do have, different policies in place regarding restricted areas—for instance, areas designated for staff or students only. Universities and colleges have the authority to regulate, compatible with their educational mission, the use of their campuses and facilities and to set limitations on access of their campus and facilities. As an example, at some campuses, classrooms are not restricted, and at others a key card or staff/ student ID is required to access a building containing classrooms or labs, or such rooms within an otherwise unrestricted building, either at all times or after regular business hours. Designating

restricted areas (such as through the use of keycards, signage, or locks) and limiting access to outsiders can promote the need for a safe learning environment conducive to the college's and university's mission. Higher education institutions should acknowledge that immigration enforcement activities, and threats of such activities, interfere with classroom learning and should adopt policies on restricted areas and similar policies regarding access to facilities and students that promote a safe learning environment conducive to the college's and university's mission. While restricted areas and similar policies protect facility users and staff in other ways and promote the need for a safe environment conducive to the institution's mission, such restrictions will not always equate to Fourth Amendment protection.

Under California law, a California law enforcement officer, including police and security departments for public colleges and universities, cannot, for the purpose of investigating immigration violations, detain a student by preventing him or her from leaving campus or by taking the student out of class.¹¹⁴

Resident Halls/Student Housing

Law enforcement officers do not have the right to enter a residence, including a college dormitory or other university or college residence, to make an arrest unless they have a judicial warrant or, consent from a tenant, or it is an emergency situation requiring immediate action. As in any landlord-tenant relationship, students and their families residing in dormitories or other residences provided by the institution have a reasonable expectation of privacy in their residences. Campus officials cannot consent to the warrantless entry into or search of these residences by law enforcement officers conducting criminal investigations even if the housing contract permits inspections by staff. The same rules apply to officers engaged in the enforcement of immigration laws.

Student tenants do not have an affirmative obligation to consent to the entry into their resident hall or living quarters. A tenant's refusal to consent or a request to see a judicial warrant is not an obstruction of justice. It also does not provide a basis for a charge of resisting arrest or interfering with a peace officer in the performance of his or her duties.

Healthcare Facilities and Social Services Establishments

All healthcare facilities have been designated by DHS as "Protected Areas" at which immigration enforcement actions should not generally occur." Similarly, social services establishments, including crisis centers, domestic violence shelters, victims services centers, child advocacy centers, supervised visitation centers, family justice centers, community-based organizations, facilities that serve disabled persons, homeless shelters, drug or alcohol treatment facilities, and food banks are considered protected areas. Two separate guides - titled *Promoting Safe and Secure Healthcare Access for All: Guidance and Model Policies to Assist California's Healthcare Facilities in Responding to Immigration Issues* (available at Publications | State of California - Department of Justice - Office of the Attorney General) and *Promoting Safe and Secure Shelters for All: Guidance* and *Model Policies to Assist California Shelters in Responding to Immigration Enforcement* (available at Publications | State of California - Department of Justice - Office of the Attorney General) - discuss ICE's and CBP's current "protected areas" policy as related to California's public healthcare facilities and to shelters.

Libraries

Libraries are not identified by DHS as protected areas. A separate guide titled *Promoting Safe and Secure Libraries for All: Guidance and Model Policies to Assist California's Public Libraries in Responding to Immigration Issues* (available at Publications | State of California - Department of Justice - Office of the Attorney General) discuss ICE's and CBP's current "protected areas" policy and the extent to which it relates to California's public libraries.

2. Notifications and Points of Contact for Immigration Enforcement Actions

CSU, community colleges, and qualifying private institutions are required — and UC campuses are encouraged — to "[a]dvise all students, faculty, and staff to notify the office of the chancellor or president, or his or her designee, as soon as possible, if he or she is advised that an officer engaged in immigration enforcement is expected to enter, will enter, or has entered the campus to execute an immigration order. Campus police should also be notified so that they are aware of immigration enforcement activity on campus.

Additionally, campuses should designate a staff person to serve as a point of contact for any student who may or could be subject to an immigration order or inquiry on campus. AB 21 is very specific as to how the reported information is to be handled: "Unless the disclosure is permitted by state and federal education privacy law, faculty and staff persons shall be prohibited from discussing the personal information, including immigration status information, of any student, faculty, or staff person with anyone, or revealing that personal information to anyone." 121

Responding to Law Enforcement Requests to Access Student Records for Immigration Enforcement Purposes

Purpose of this Section

 Provide college and university administrators with policies and practices for responding to requests for student records for immigration enforcement purposes.

Governing Law and Policy Recommendations

As with access to nonpublic spaces on campus (discussed in Section 2, above), access to a student's records similarly depends on whether the records are confidential and, if so, whether a court or other authorized agency nonetheless has authorized access to the otherwise confidential records.

In addition to the model policies appearing in Section 5, the Attorney General provides the following governing law and additional, discretionary policy recommendations.

1. Restrictions on Release of Personal Information or Educational Records

As described in Section 1, FERPA and the California Education Code generally protect the confidentiality of student educational records.

As a condition of federal funding, federal law restricts postsecondary educational institutions like colleges and universities from releasing certain private student information without the consent of the eligible student. Federal funding may be withheld from a college or university that has a policy of releasing educational records or personally identifiable information (other than directory information; see discussion below) of students, without the student's written consent. Personally identifiable information includes direct identifiers (such as a student or other family member's name or student ID number), and indirect identifiers (such as a student's date of birth, place of birth, or mother's maiden name), as well as any information that, alone or in combination, is linked to a specific student and would allow the student to be identified with reasonable certainty.

Policy Recommendations

At a minimum, colleges and universities must provide students and families with annual notice, at the beginning of each school year, of institutional policies for student privacy and the abilities of parents or eligible students to inspect student information.¹²⁵

Such written consent must be signed and dated by the eligible student (who is 18 years of age or older, or attending a post-secondary institution) before disclosure of the information, and must specify the records that may be disclosed, the purpose of the disclosure, and the party or class of parties to whom the disclosure may be made. 126 If desired by the eligible student, the college or university must provide a copy of the records to be released. 127 The party to whom the information is disclosed may not disclose the information to any other party without the prior consent of the eligible student. 128

2. Exceptions Permitting Disclosure of Information Without Consent

A college or university may provide access to educational records without consent of the eligible student in limited circumstances. Such circumstances include information relevant to the legitimate educational interests of the requestor — such as for reviewing school attendance issues, providing schools with information on transferring students, or evaluating federally funded educational programs. An agency may also provide information without consent in response to a judicial order or lawfully issued subpoena. (See Section 2: Responding to Law Enforcement Requests for Access to College Campuses and Residential Units for Immigration Enforcement Purposes, above.) 130

But none of these exceptions authorize or require disclosing information for immigration enforcement (which is not a legitimate educational interest), nor is there any separate requirement in federal or state law to provide information to officers engaged in immigration enforcement without a judicial warrant, court order, or judicial subpoena. An ICE "warrant" does not allow officers to search student records, and it does not provide authority to obtain otherwise confidential student records or protected information.

Also, unless the college or university is served with a law enforcement subpoena prohibiting disclosure of the existence of the subpoena to the student, pursuant to FERPA, the student must be notified of any judicial order or subpoena before the institution complies with the order.¹³³

3. Release of Personal Information Obtained by Campus Police

In addition to the protections afforded to students in FERPA, the California Government Code prohibits campus police from providing "personal information" about an individual for immigration enforcement purposes, unless that information is publicly available. The definition of "personal information" incorporates any information that "identifies or describes an individual" including, but not limited to, a student's physical description, home or work address, telephone number, education, financial matters, medical or employment history, and statements made by, or attributed to, the individual. The California Government Code does not prohibit campus police from exchanging information regarding a person's citizenship or immigration status with governmental entities included in police records, the highest exempt from FERPA's "education records" protections. Additional information on these restrictions appears under the caption *Restrictions on Release of Personal Information or Educational Records*, above.

4. Directory Information

Directory information is basic student information that may be shared with outside parties, unless a student opts out of the release of the information. Examples of directory information include the following:

Examples of Directory Information

- ✓ Name
- √ Address
- √ Telephone number
- √ Weight and height of athletic team members
- ✓ Date of birth
- √ E-mail address
- √ Major field of study

- √ Dates of attendance
- √ Most recent previous school

attended

- ✓ Participation in officiallyrecognized activities and sports
- √ Degrees and awards received¹³³

No law mandates that colleges and universities provide directory information.¹⁴⁰ However, colleges and universities are permitted to disclose such information to designated individuals, officials, and organizations without the impacted student's explicit consent, but subject to the opt-out described below.¹⁴¹

Policy Recommendations

Colleges and universities must give annual notice of the school's directory information policy and afford an opportunity to opt out of disclosure of directory information to eligible students. Specifically, notices to eligible students must describe the following:

- The kind of information that the school has identified as directory information;
- The eligible student's ability to refuse to let the school designate the information as directory information, which could be disclosed to outside entities;
- The period of time in which the eligible student has to notify the school in writing that he or she does not want the information designated as directory information; and
- That opting out by the noted deadline is the student's only way to prevent the release of directory information.¹⁴²

04 Resources for Responding to Immigration Actions Against Students or Family Members

Purpose of this Section

 Provide college and university administrators with resources for responding to immigration actions against a student or a member of a student's family.

Governing Law

If there is a reason to suspect that a student, faculty member, or staff person has been taken into custody as a result of an immigration action, colleges and universities must notify the person's emergency contact that the person has been taken into custody. Colleges and universities must designate a staff person as a point of contact for any student, faculty, or staff person who may or could be subject to an immigration order or inquiry on campus. Unless the disclosure is permitted by state and federal law, faculty and staff are prohibited from discussing the personal information, including immigration status information, of any student, faculty, or staff person with anyone, or revealing that personal information to anyone.

Colleges and universities must maintain a contact list of legal service providers who provide legal immigration representation, and they must provide this list free of charge to any students who request it.¹⁴⁶ The list must include, but not necessarily be limited to, the legal service provider's name and contact number, email address, and office address.¹⁴⁷ The list should include only attorneys licensed by and in good standing with the State Bar of California or the highest court or state licensing entity of another state; or organizations that employ such attorneys or organize services by such individuals.

If a student is detained or deported, or is unable to attend to his or her academic requirements due to an immigration order, colleges and universities must make all reasonable efforts to assist the student in retaining any eligibility for financial aid, fellowship stipends, exemption from nonresident tuition fees, funding for research or other educational projects, housing stipends or services or other benefits the student has been awarded or received subject to and in compliance with university policy. The student must be permitted to reenroll if and when the student is able to return to the college or university, subject to and in compliance with university policy. Colleges and universities should make reasonable and good faith efforts to provide for a seamless transition in the student's reenrollment and reacquisition of campus services and supports.

College and university staff must be available to assist, in a sensitive manner, undocumented students, as well as other students, faculty, and staff who may be subject to an immigration order or inquiry, or who may face similar issues, and whose education or employment is at risk because of immigration actions.¹⁵¹

Policy Recommendations

In addition to the model policies appearing in Section 5, the Attorney General makes the following additional, discretionary policy recommendations.

1. Develop an Emergency Plan

To the extent possible, colleges and universities should encourage students to develop an emergency plan to be prepared for an immigration action against a student or a member of the student's family. If a student has children, such a plan may identify a trusted adult who can care for the children if no parent or guardian can do so.

- √ The Legal Aid Society has developed an Emergency Plan in Case of the Detention or Deportation of Family Members, available at https://storage.googleapis.com/iiassets/2017/03/Emergency-Plan-English.pdf.
- √ For an example of a Family Safety Plan, see:
 https://www.ilrc.org/sites/default/files/resources/family_preparedness_plan.pdf (safety plan example) and https://www.commteam.org/wp-content/uploads/2019/07/KNOW-YOUR-RIGHTS-Protect-Yourself-And-Your-Family-During-Immigration-Raids.pdf (safety plan checklist and sample children's information and emergency contact forms).

2. Complete Emergency Contact Information

In addition to facilitating the development of an emergency plan, colleges and universities should implement policies that ensure that all students' emergency contact information (including the listing of secondary contacts) is complete and regularly updated. This information should be treated as confidential information

3. Additional Resources

In the event that a student or a student's family member is detained, the college or university should refer the student or his or her family members to other resources for assistance, including, but not limited to the following.

ICE Detainee Locator

The ICE detainee locator (https://locator.ice.gov/) can help people determine whether their family member has been detained and where the family member is being held. In using the ICE detainee locator, it is helpful to know the family member's date of birth and 'A-Number' (Alien Registration Number), if there is one.

Please Note: the ICE detainee locator is intended only for locating individuals who are already detained. If a student has general questions about his or her immigration status, the student should be referred to the list of legal service providers.

Legal Assistance

Immigration lawyers in private practice, accredited representatives (who assist immigrants in immigration proceedings), or legal-aid organizations may be able to provide legal assistance to secure the release of a student or a student's family member, or to help arrange for the student to visit the family member.

- √ A student or his or her family member can determine whether lawyers are licensed by and in good standing with the State Bar of California, by checking online at https://apps.calbar.ca.gov/attorney/LicenseeSearch/QuickSearch
- √ A list of California entities accredited by Board of Immigration Appeals (BIA) to represent immigrants before the Department of Homeland Security (DHS) and Executive Office of Immigration Review (EOIR) can be found here: https://www.justice.gov/eoir/page/file/942306/dl#CALIFORNIA.
- ✓ California courts operate Self-Help Centers that may also be able to provide family-law assistance to a student or his or her family member. A list of these centers across the state is available at http://www.courts.ca.gov/selfhelp-selfhelpcenters.htm.¹⁵²
- √ A student or his or her family member may be able to find legal assistance from legal aid offices and lawyer referral services at the California Department of Social Services Website, https://www.cdss.ca.gov/immigrationcontractors, or at the California Courts Website, https://selfhelp.courts.ca.gov/immigration/legal-resources.

Students should not hire a "notario" or an immigration consultant if they are seeking advice and assistance regarding their immigration status. Notarios and immigration consultants are not attorneys or experts in immigration. In fact, they are not legally required to know anything about immigration law because they are only allowed to help with non-legal tasks like translating information. They cannot – and should not – provide advice or direction about a student's immigration forms or speak to the government on his or her behalf.

Consulate or Embassy

The consulate or embassy of the student's country of origin may be able to offer additional information and assistance.

05 Model Policies

All California State University campuses and community college districts, and each independent institution qualifying under Education Code section 69432.7, subdivision (I), were required to adopt the following model policies, or equivalent policies, by March 1, 2019. The University of California system and private postsecondary institutions were encouraged to adopt these model policies as well. The text below should be adapted by inserting the information sought in the bracketed portions.

1. Gathering and Handling Student Information

Model Policies for Collecting and Retaining Student Information

- ➤ [College or university personnel] shall treat all students equitably in the receipt of all school services, including, but not limited to, the gathering of student and family information for the institution's benefit programs.
- ➤ The [title of appropriate official or name of unit] shall maintain in writing [college or university] policies and procedures for gathering and handling sensitive student information, and appropriate personnel shall receive training regarding those policies and procedures.
- ➤ [College or university] will provide students and families with annual notice, at the beginning of each school year, of institutional policies for student privacy and the abilities of parents or eligible students to inspect student information.
- ➤ [College or university] will provide students an opportunity to opt out of disclosure of directory information. Notices must describe the following:
 - ✓ The kind of information that the school has identified as directory information;
 - √ The eligible student's ability to refuse to let the school designate the information as directory information, which could be disclosed to outside entities;
 - √ The period of time in which the eligible student has to notify the school in writing that
 he or she does not want the information designated as directory information; and
 - √ That opting out by the noted deadline is the students' only way to prevent the release of directory information.
- ➤ Any sensitive information, such as a student's, parent's, or guardian's SSN, any AB 540 determinations, or citizenship status information collected by the [college or university] or disclosed by the student, should be maintained only for as long as necessary.
- ➤ If the [college or university] possesses information that could indicate immigration status or citizenship status, [college or university personnel] shall not consider the acquired information in admissions decisions or access to educational courses or degree programs.
- Students may elect not to provide immigration or citizenship status information to the institution, and this election shall not impede admissions or enrollment in educational programs.
- ➤ [College or university personnel] shall not create a list of student names linked with immigration status.

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Model Policies for Collecting and Retaining Student Information, continued

- ➤ [College or university] police or security departments shall not inquire into an individual's immigration status for immigration enforcement purposes.
- ➤ [College or university] police or security departments shall not aid any effort to create a registry containing individuals' country of birth or based on any other protected characteristics of victims, witnesses, or suspects of crimes unless required by law for specified purposes.

Model Policies for Responding to Inquiries of Immigration Status, Citizenship Status, and National Origin Information

- ➤ Unless required by federal or state law, [college or university personnel] shall not inquire specifically about a student's citizenship or immigration status or the citizenship or immigration status of a student's parents or guardians; nor shall personnel seek or require, to the exclusion of other permissible documentation or information, documentation or information that may indicate a student's immigration status, such as a green card, voter registration, a passport, or citizenship papers.
- ➤ Where any law contemplates submission of immigration status or citizenship status information to satisfy the requirements of a special program, [college or university personnel] shall not use that documentation or information for decisions related to admissions or enrollment in courses or degree programs.
- ➤ [College or university] is not permitted to use immigration status, citizenship status, or national origin information in personal statements outside the application process, other than for legitimate educational interests, including the provision of a service or benefit relating to the student, such as health care, counseling, job placement or financial aid.
- ▶ If [college or university] learns of a student's immigration status through its application process (including the students' personal statement or answers to personal insight questions), [college or university] shall create policies and procedures to protect such personal identifiable information and retain the information only to the extent it is necessary or required by law. The [college or university] shall avoid the disclosure of information that might indicate a student or family's citizenship or immigration status if the disclosure is not authorized by the Family Educational Rights and Privacy Act (FERPA) or state law.
- ➤ Where permitted by law, the [title of officer or unit] of [college or university] shall enumerate alternative means to establish residency, age, or other eligibility criteria for enrollment or programs, and those alternative means shall include among them documentation or information that are available to persons regardless of immigration status or citizenship status, and that do not reveal information related to citizenship or immigration status.

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Model Policies for Responding to Inquiries of Immigration Status, Citizenship Status, and National Origin Information, *continued*

- ➤ Examples of documents that can be used as proof of residency include but are not limited to:
 - · Registering a motor vehicle operated in California;
 - · Obtaining a California driver's license or California identification card;
 - Filing a resident or nonresident California state income tax return;
 - · Listing a California address on a federal income tax return;
 - · Listing a permanent military address or home of record in California;
 - A professional or vocational license obtained from a California state licensing agency (e.g., nursing, teaching credentials);
 - Maintaining active resident memberships in California based professional organizations (e.g., police union, teachers' union); and
 - Maintaining an active bank account at a California bank.¹⁵³
- ➤ Where a [college or university] is permitted by law to request a minor student's parent's residency information in order to determine tuition or aid, the educational institution shall only require documentation or information that is available to persons regardless of immigration status (as noted above).
- ➤ Where residency, age, and other eligibility criteria for purposes of enrollment or any program may be established by alternative documents or information permitted by law or this [resolution/policy], the [college or university's] procedures and forms shall describe to the applicant, and accommodate, all alternatives specified in law and all alternatives authorized under this [resolution/policy].
- ➤ Specifically, where [college or university] must determine a student's residency for purposes of in-state tuition, a [college or university] shall not inquire about a parent/guardian's citizenship or immigration status, and shall enumerate alternative means of establishing a parent/guardian's residency. If the student is considered a minor dependent of a California resident, the college or university shall only require documents to determine whether the parent has resided in California for one year (e.g. vehicle registration, lease agreements, etc.). 154

2. Responding to Law Enforcement Requests for Access to Campuses and Residential Units for Immigration Enforcement Purposes

Model Policies for Responding to Requests for Access for Immigration Enforcement Purposes

- ➤ [College and university personnel] shall provide guidance and offer to campus employees training addressing law enforcement access to campus buildings and student residences. This guide shall include the following required topics:
 - ✓ Instructions that law enforcement officers cannot enter living quarters to make arrests without a judicial warrant, valid consent, or exigent circumstances.
 - ✓ Instructions that [college and university personnel], including campus police, cannot consent to the entry into a residence or dormitory for the purpose of a search or arrest, but a judicial warrant or exigent circumstances may authorize officer entry without consent.
 - √ Campus police contact information to report concerns about the presence of officers engaged in immigration enforcement on any campus property.
 - √ Samples of warrant and subpoena documents that could be used for access onto campus property, or to seize or arrest students or other individuals on campus (see Appendices A to G).
 - √ Sample responses for [building personnel or residence hall staff] to use in response to
 officers seeking access for immigration enforcement purposes that avoids classroom
 interruptions, and that preserves the peaceful conduct of the school's activities.
- ➤ [College and university personnel] shall advise all students, faculty, and staff to immediately notify the office of the chancellor or president, or his or her designee, if he or she is advised that an officer engaged in immigration enforcement is expected to enter, will enter, or has entered the campus for immigration enforcement purposes. Campus police should also be notified as soon as possible.
- ➤ No personnel may consent to entry of [college or university] facilities or portions thereof.
- ➤ [College and university personnel] shall advise all students, faculty, and staff responding to or having contact with an officer engaged in immigration enforcement executing an immigration order, to refer the entity or individual to the office of the chancellor or president, or his or her designee, for purposes of verifying the legality of any warrant, court order, or subpoena.
- ➤ If the officer declares that exigent circumstances exist and demands immediate access to the campus, [college or university personnel] should not refuse the officer's orders and immediately contact the [designated administrator or campus police liaison].

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Model Policies for Responding to Requests for Access for Immigration Enforcement Purposes, *continued*

- ➤ The office or designee of the chancellor's or president's office shall determine what type of authorization is being provided to support the officer's request for access:
 - A U.S. Immigrations and Customs Enforcement (ICE) "warrant" (see
 Appendices A and B): Immediate compliance is not required. [College and
 university personnel] shall inform the officer that he or she cannot consent to any
 request without first consulting with the [designated campus official]. Provide copy of
 the warrant to the designated administrator (where possible, in consultation with legal
 counsel) as soon as possible.
 - A federal judicial warrant (search-and-seizure warrant or arrest warrant; see Appendices C and D): Prompt compliance with such a warrant is usually legally required, but where feasible, consult with the [designated campus official] before responding.
 - A subpoena for production of documents or other evidence (see Appendices E and F): Immediate compliance is *not* required. Inform the officer that the [college or university] cannot respond to the subpoena until after it has been reviewed by a designated administrator. Provide a copy of the subpoena to a designated administrator or legal counsel as soon as possible.
 - A notice to appear (see Appendix G): This document is not directed at the [college or university]. [College and university personnel] is under no obligation to deliver or facilitate service of this document to the person named in the document. If you get a copy of the document, give it to a designated administrator as soon as possible.
- ➤ College or university personnel should not attempt to physically interfere with an officer, even if the officer appears to be acting without consent or exceeding the authorization given under a warrant or other document. If an officer enters the premises without consent, [college or university personnel] shall make a record of the contact and forward the information to the office of the president or chancellor.
- ➤ In making record of the contact with an immigration enforcement officer, [college or university personnel] shall provide the following information:
 - √ Name of the officer, and, if available, the officer's credentials and contact information;
 - ✓ Identity of all school personnel who communicated with the officer;
 - √ Details of the officer's request;
 - ✓ Whether the officer presented a warrant, subpoena, or court order to accompany his/ her request, what was requested in the warrant/subpoena/court order, and whether the warrant/subpoena/court order was signed by a judge;
 - ✓ [College or university personnel's] response to the officer's request;
 - √ Any further action taken by the immigration officer; and
 - √ Photo or copy of any documents presented by the agent.
- ➤ [College or university personnel] shall provide a copy of those notes, and associated documents collected from the officer, to the [general counsel or other designated campus official].
- ➤ In turn, the [general counsel or designated campus official] shall submit a timely report to the [college's or university's] governing board and the campus public safety office regarding the officer's requests and actions and the [college's or university's] response(s).

3. Responding to Law Enforcement Requests to Access Student Records for Immigration Enforcement Purposes

Model Policies for Responding to Request for Access to Student Records for Immigration Enforcement Purposes

- ➤ [College or university] must obtain a student's written consent before disclosing educational records, unless the information is relevant for a legitimate educational interest or includes directory information only. Neither exception permits disclosing information for immigration enforcement purposes; no student information shall be disclosed for immigration enforcement purposes without a court order or judicial warrant. Without a court order or a judicial warrant, written consent must be signed and dated by the student, or (if the student is a minor) by the student's parent(s) or guardian(s), before disclosure of the information, and must specify the records that may be disclosed, the purpose of the disclosure, and the party or class of parties to whom the disclosure may be made. If desired by the student, [the college or university] must provide a copy of the records to be released. The party to whom the information is disclosed may not redisclose the information to any other party without the prior consent of the student or subsequent court order.
- ➤ [College and university personnel] shall develop a written policy for interactions with immigration authorities seeking to review student records. At minimum, such policies shall include the following information:
 - √ Contact information [name, title, e-mail addresses, and phone numbers] for the
 correct person to review and respond to a request for student records.
 - √ Access to sample warrant and subpoena documents that could be used for access onto campus property, or to seize or arrest students or other individuals on campus (see Appendices A to G).
 - √ [College and university personnel] shall provide a set of responses for [building personnel or residence hall staff] to use in response to officers seeking access to records for immigration enforcement purposes.
- ➤ In addition to notifying the [designated campus official], [college or university personnel] shall take the following action steps in response to an officer other than campus police requesting access to student records:
 - 1. Ask for the officer's name, identification number, and agency affiliation;
 - 2. Record or copy this information;
 - 3. Ask for a copy of any warrants;
 - 4. Inform the officer that you are not obstructing his or her efforts but that you need to contact a campus administrator or campus counsel for assistance.

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Model Policies for Responding to Request for Access to Student Records for Immigration Enforcement Purposes, *continued*

- ➤ Campus police shall not provide personal information about an individual for immigration enforcement purposes, unless that information is publicly available, or required by a court order or judicial warrant. "Personal information" is defined as any information that identifies or describes an individual, and includes but is not limited to, a student's physical description, home or work address, telephone number, education, financial matters, medical or employment history, and statements made by, or attributed to, the individual. This restriction does not apply to information regarding the immigration or citizenship status of an individual.
- ➤ Unless [college or university] is served with a judicial subpoena or court order that by its terms prohibits disclosure to the student, the student must be notified of any judicial order or subpoena before the institution complies with the order in accordance with FERPA.

4. Responding to Immigration Actions Against Students or Family Members

Model Policies for Responding to Immigration Actions Against Students or Family Members

- ➤ If there is reason to suspect that a student, faculty member, or staff person has been taken into custody as the result of an immigration action, [college and university personnel] shall notify the person's emergency contact that the person may have been taken into custody.
- ➤ [College and university personnel] shall designate a staff person as a point of contact for any student, faculty member, or staff person who may or could be subject to an immigration order or inquiry.
- ➤ [College and university personnel] shall not discuss the personal information, including immigration status information, of any student, faculty member, or staff person with anyone, or reveal the personal information to anyone, unless disclosing this information is permitted by federal and state law.
- ➤ [College and university personnel] shall maintain a contact list of legal service providers who provide legal immigration representation and provide this list free of charge to any student who requests it. At minimum, the list shall include the legal service provider's name and contact number, e-mail address, and office address.
- ➤ If a student is detained or deported, or is unable to attend to his or her academic requirements because of an immigration order, [college and university personnel] shall make all reasonable efforts to assist the student in retaining any eligibility for financial aid, fellowship stipends, exemption from nonresident tuition fees, funding for research or other educational projects, housing stipends or services, or other benefits the student has been awarded or received subject to and in compliance with its policy.

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Model Policies for Responding to Immigration Actions Against Students or Family Members, *continued*

- ➤ [College and university personnel] shall permit a student who is subject to an immigration order to reenroll if and when the student is able to return to [the college or university], subject to and in compliance with its policy and will make reasonable and good-faith efforts to provide for a seamless transition in the student's reenrollment and reacquisition of campus services and support.
- ➤ [College and university personnel] shall be available to assist any student, faculty, and staff who may be subject to an immigration order or inquiry, or who may face similar issues, and whose education or employment is at risk because of immigration enforcement actions.

Endnotes

- ¹ California's Higher Education System, Public Policy Institute of California (January 2024), https://www.ppic.org/wp-content/uploads/californias-higher-education-system.pdf (as of Nov. 24, 2024).
- ² Ibid.
- ³ Deferred Action for Childhood Arrivals (DACA) Data Tools, Migration Policy Institute (2024) https://www.migrationpolicy.org/programs/data-hub/deferred-action-childhood-arrivals-daca-profiles (as of Nov. 27, 2024).
- ⁴ *Undocumented Students in Higher Education*, American Immigration Council (Aug. 2023) https://www.higheredimmigrationportal.org/wp-content/uploads/2023/08/07.23-Undocumented-Students v3.pdf (as of Nov. 27, 2024).
- ⁵ Plyler v. Doe (1982) 457 U.S. 202, 210.
- ⁶ See, e.g., *White v. Davis* (1975) 13 Cal.3d 757, 775-777 (monitoring noncriminal conduct of students in public and private areas of a university campus was a violation of students' privacy rights under state law).
- ⁷ Cal. Const., art. I, § 28, subd. (f)(1).
- 8 Maria P. v. Riles (1987) 43 Cal.3d 1281, 1293.
- ⁹ Ed. Code, § 220; see also Ed. Code, § 200 ("It is the policy of the State of California to afford all persons in public schools, regardless of their . . . immigration status, equal rights, and opportunities in the educational institutions of the state").
- ¹⁰ Gov. Code, § 7284.8, subd. (a). SB 54 defines "immigration enforcement" to include "any and all efforts to investigate, enforce, or assist in the investigation or enforcement of any federal civil immigration law, and also includes any and all efforts to investigate, enforce, or assist in the investigation or enforcement of any federal criminal immigration law that penalizes a person's presence in, entry, or reentry to, or employment in, the United States." (Gov. Code, § 7284.4, subd. (f).) This guide adopts that definition.
- ¹¹ Model policies for K-12 public schools are provided in the guidance issued by the Attorney General under Assembly Bill No. 699, published on March 30, 2018 and updated on December 4, 2024. See Bureau of Children's Justice, Office of the Attorney General, *Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California's K-12 Schools in Responding to Immigration Issues* (December 2024) https://oag.ca.gov/sites/all/files/agweb/pdfs/bcj/school-guidance-model-k12.pdf (as of Dec. 3, 2024).
- ¹² Gov. Code, § 7284.8, subd. (a).
- ¹³ A qualifying institution includes a California public postsecondary educational institution, a nonprofit institution accredited by the Western Association of Schools and Colleges (where 10 percent of the institution's operating budget is used for institutionally funded student financial aid), and a private or independent postsecondary educational institutions that participate in the Pell Grant Program and in at least two federal student aid programs limited to the Federal Work-Study Program, the Federal Stafford Loan Program, or the Federal Supplemental Educational Opportunity Grant Program. (Ed. Code, § 69432.7, subd. (I)(1).)
- ¹⁴ Ed. Code, § 66093.3, subd. (h).
- ¹⁵ Public employers have federal and state obligations based on their statuses as employers, and this guide does not address those obligations. For example, Assembly Bill No. 450 (2017-2018 Regular Session) prohibits an employer, or a person acting on the employer's behalf, from providing voluntary consent to an immigration enforcement agent to access, review, or obtain the employer's employee records without a subpoena or judicial warrant, unless certain exceptions apply. (Gov. Code, § 7285.2, subd. (a)(1).) Employers should ensure that all their policies are consistent with applicable federal and state law.
- ¹⁶ Gov. Code, § 7284.6, subd. (a)(1)(G). See also Cal. Dept. of Justice, Div. of Law Enforcement, DLE Information Bulletin No. DLE-2018, *Responsibilities of Law Enforcement Agencies Under the California Values Act, California TRUST Act, and the California TRUTH Act* (Mar. 28, 2018) https://oag.ca.gov/sites/all/files/agweb/pdfs/law_enforcement/dle-18-01.pdf (as of Nov. 25, 2024), at pp. 2-3.
- ¹⁷ Gov. Code, § 7284.6, subd. (a)(1)(A). Employees of law enforcement agencies who work at colleges and

universities are bound by the prohibitions stated in SB 54 and are therefore advised to review the Information Bulletin issued by the Department of Justice's Division of Law Enforcement on Sept. 10, 2018, entitled *Responsibilities of Law Enforcement Agencies Under the California Values Act, California TRUST Act, and the California TRUTH Act*, No. DLE-2018-01 https://oag.ca.gov/sites/all/files/agweb/pdfs/law enforcement/dle-18-01.pdf (as of Nov. 25, 2024).

- ¹⁸ Gov. Code, § 7284.6, subd. (a); Gov. Code § 7284.4, subd. (a).
- ¹⁹ Gov. Code, § 7284.6., subd. (a)(1)(D).
- ²⁰ *Id.*, subd. (a)(6).
- ²¹ *Id.*, subds. (a)(1)(F)-(G).
- ²² 8 U.S.C. § 1357(g).
- ²³ Gov. Code, § 7284.6, subd. (a)(1)(G).
- ²⁴ 8 U.S.C. § 1373(a), (b).
- ²⁵ United States v. California, 314 F.Supp.3d 1077, 1102, aff'd in part & rev'd in part (9th Cir. 2019) 921 F.3d 865, 891 (declining to interpret 8 U.S.C. § 1373 to include release dates and addresses).
- ²⁶ See *In re Crawford* (9th Cir. 1999) 194 F.3d 954, 958 ("[I]ndiscriminate public disclosure of SSNs, especially when accompanied by names and addresses, may implicate the constitutional right of informational privacy.").
- ²⁷ 20 U.S.C. § 1232g(b)(1); 34 C.F.R. § 99.3. Section 99.3 defines "educational records" to encompass records that are directly related to a student and maintained by an educational institution or by a party acting for the agency or institution, with exceptions for certain kinds of records. Further, "personally identifiable information" includes but is not limited to a student's name, the name of a student's parent or other family member, the address of a student or the student's family; personal identifiers, such as the student's SSN, student number, or biometric record; or indirect identifiers, such as the student's date of birth, place of birth, and mother's maiden name. It also includes information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty.
- ²⁸ 34 C.F.R. § 99.3 as provided by 20 U.S.C. § 1232g.
- ²⁹ 34 C.F.R. § 99.3 as provided by 20 U.S.C. § 1232g(a)(5)(A).
- ³⁰ 20 U.S.C. § 1232g(b)(1). See also U.S. Department of Education, An Eligible Student Guide to the Family Educational Rights and Privacy Act (FERPA) https://studentprivacy.ed.gov/resources/eligible-student-guide-family-educational-rights-and-privacy-act-ferpa (as of Nov. 26, 2024). A school must inform eligible students of how it defines the terms "school official" and "legitimate educational interest" in its annual notification of FERPA rights. School officials generally have a legitimate educational interest if they need to review an education record to fulfill their professional responsibility.
- ³¹ See 20 U.S.C. § 1232g(b)(1)(C).
- 32 26 U.S.C. § 6109.
- ³³ Cal. Code Regs., tit. 5, § 41201. The California State University uses SSNs to identify students and their records including identification for purposes of financial aid eligibility and disbursement and the repayment of financial aid and other debts payable to the institution. (California State University, *Mandatory Catalog Copy Policy* (effective March 2024)
- https://calstate.policystat.com/policy/15274496/latest [as of Nov. 26, 2024], Section XIV.) Other colleges and universities may have similar practices. California law "does not prevent the collection, use, or release of a SSN as required by state or federal law or the use of a SSN for internal verification or administrative purposes." (Civ. Code, § 1798.85, subd. (b).)
- ³⁴ Educators for Fair Consideration, Advice for Undocumented Students Applying to California Public Colleges: How to Fill Out Application Forms (Nov. 16, 2010); see also California State University Bakersfield, Resources for Undocumented Students, Frequently Asked Questions https://www.csub.edu/equity-inclusion-compliance/resources-undocumented-students/ (as of Nov. 26, 2024); University of California, Undocumented Student Resources, Applying to UC https://undoc.universityofcalifornia.edu/applying-to-uc.html (as of Nov. 26, 2024).
- ³⁵ The University of California uses SSNs to match a student application to things like the student's test score report, final transcript(s), or the Free Application for Federal Student Aid. (University of California, Admissions https://admission.universityofcalifornia.edu/apply-now.html [as of Nov. 26, 2024].) Accuracy

34 -152-

and consistency in reported SSNs on both the financial aid application (as applicable to the student) and the campus admissions application allows for speedy matching of information and timely disbursement of funds.

- ³⁶ Applies to California community colleges, California State University, and the University of California systems. See Educators for Fair Consideration, *Advice for Undocumented Students Applying to California Public Colleges: How to Fill Out Application Forms*, (Nov. 16, 2010). See also University of California, *Undocumented Student Resources* http://undoc.universityofcalifornia.edu/applying-to-uc.html (as of Nov. 26, 2024).
- ³⁷ See Ed. Code, §§ 68040, 68017 (defining resident students as having one year of residence immediately preceding the determination date), 68018 (defining a nonresident student as one who does not have a resident in the state for more than one year immediately preceding the residence determination date).
- ³⁸ See Ed. Code, §§ 68040, 68050, 68052.
- ³⁹ Ed. Code, § 68130.5.
- ⁴⁰ Ibid.
- ⁴¹ *Id.*, subd. (a)(1).
- ⁴² *Id.*, subd. (a)(2)(B), (C).
- ⁴³ *Id.*, subd. (a)(4) (emphasis added).
- 44 *Id.*, subd. (d).
- ⁴⁵ *Undocumented Student Resources, Applying to UC,* University of California http://undoc.universityofcalifornia.edu/applying-to-uc.html (as of Nov. 26, 2024).
- ⁴⁶ Ed. Code, § 68062, subds. (f), (g). A residence is the place where one remains when not called elsewhere for labor or other special or temporary purpose, and to which he or she returns in seasons of repose. (Ed. Code, § 68062, subd. (b).) Moreover, the residence of an unmarried minor foreign national shall be derived from his or her parents under subdivisions (f) and (g).
- ⁴⁷ International students who wish to seek on-campus employment should contact the designated college or university official for international students.
- ⁴⁸ United States Immigration and Customs Enforcement (ICE), Student and Exchange Visitor Program *https://www.ice.gov/sevis* (as of Nov. 26, 2024).
- ⁴⁹ ICE, Student and Exchange Visitor Program Operating Instructions: ICE Statement on Protected Areas (Oct. 29, 2021) https://www.ice.gov/sevis/operating-instructions#tab2 (as of Nov. 26, 2024).
- ⁵¹ See *Undocumented Student Resources*, *Applying to UC*, University of California http://undoc.universityofcalifornia.edu/applying-to-uc.html (as of Nov. 26, 2024).
- ⁵² FERPA defines "student" as "any individual who is or has been in attendance at an educational... institution." (20 U.S.C. § 1232g(a)(6); 34 C.F.R. § 99.3.) Once a student is in attendance, all the students' application materials become education records. The personal statements and other application materials of applicants who do not become students in attendance are not protected by FERPA. (20 U.S.C. § 1232g(a)(6).)
- ⁵³ Assembly Bill No. 2000 (2013-2014 Reg. Sess.) amended Education Code section 68130.5 by providing in-state tuition eligibility for immigrant students who graduate early from a California high school.
- ⁵⁴ 20 U.S.C. § 1091(a)(5).
- ⁵⁵ U.S. Department of Education, *Undocumented Students and Financial Aid* https://studentaid.gov/applyfor-aid/fafsa/filling-out/undocumented-students
- (as of Nov. 26, 2024).
- ⁵⁶ Ibid.
- ⁵⁷ Ibid.
- ⁵⁸ Ed. Code, §§ 68130.7, 68130.5, 66021.6, 66021.7, 76300.5.
- ⁵⁹ Senate Bill No. 68 (2017-2018 Reg. Sess.) further amended Education Code section 68130.5 by providing in-state tuition eligibility to immigrant students with: (1) at least 3 years' attendance at a California high school, California adult school or California Community College; and (2) graduation from a California

high school (or equivalent degree) or attainment of an associate degree from a California community college.

- 60 Ed. Code, §§ 66021.6, 660217.7, 68130.5, 68130.7, 76300.5.
- ⁶¹ California Student Aid Commission, July 1, 2024-June 30, 2025 California Dream Act Application https://www.csac.ca.gov/sites/default/files/file-attachments/2024-25_english_paper_cadaa.pdf(as of Nov. 26, 2024).
- ⁶² Financial Aid Information for AB540 and Undocumented Students (last updated Sept. 24, 2024) http://financialaid.ucdavis.edu/undergraduate/apply/undocumented.html (as of Nov. 26, 2024).
- 63 Ibid.
- ⁶⁴ California Dream Act FAQ for Parents and Students, California Student Aid Commission (Sept. 2023) http://www.csac.ca.gov/sites/main/files/file-attachments/california_dream_act_faq.pdf (as of Nov. 26, 2024), p.8.
- 65 20 U.S.C. § 1091(a)(4)(B).
- 66 20 U.S.C. § 1090(a)(3)(E).
- 67 20 U.S.C. § 1092b(d)(2), (d)(5)(b)
- 68 20 U.S.C § 1232g; 34 C.F.R. § 99.3.
- ⁶⁹ 5 U.S.C. § 552a. However, the Privacy Act allows for the release of data to institutions for the "routine use" for which the data was collected.
- ⁷⁰ 20 U.S.C. § 1232g; Ed. Code § 66093.3.
- ⁷¹ 20 U.S.C. § 1232g(b)(2)(B); Ed. Code, § 66093.3, subd. (a). The California code prohibits the disclosure of a student's personal information, except when: (1) the student identified provides consent, or if the parent or guardian of a minor student provides consent; (2) disclosure is permitted by state and federal privacy laws; (3) it serves a programmatic purpose for which the information was obtained; (4) it is used as part of a directory that does not include residence addresses or individual persons' course schedules and that the student has not elected to opt out of; or (5) it is in response to a judicial warrant, court order, or subpoena.
- ⁷² The one exception is for individuals who are receiving long-term care in nursing facilities or other institutions at government expense. These people may face barriers in qualifying for green cards under current public-charge rules. U.S. Citizenship and Immigration Services, *Policy Manual Chapter 7 Consideration of Current and/or Past Receipt of Public Cash Assistance for Income Maintenance or Long-term Institutionalization at Government Expense* https://www.uscis.gov/policy-manual/volume-8-part-g-chapter-7 (as of Nov. 16, 2024).
- 73 8 U.S.C. § 1182(a)(4)(E)(i)-(iii).
- ⁷⁴ Ed. Code, § 66093.3, subd. (a)(4).
- ⁷⁵ Gov. Code, § 7284.4, subd. (a).
- ⁷⁶ Gov. Code, § 7284.6, subd. (a)(1).
- ⁷⁷ Id., subds. (a)(1)(A), (a)(1)(B), (a)(1)(E).
- ⁷⁸ *Id.*, subds. (a), (b)(3).
- ⁷⁹ 34 C.F.R. § 99.8.
- ⁸⁰ See Department of Justice, Division of Law Enforcement, DLE Information Bulletin No. DLE-2018-101, *Responsibilities of Law Enforcement Agencies Under the California Values Act, California TRUST Act, and the California TRUTH Act* (Mar. 28, 2018), available at https://oag.ca.gov/sites/all/files/agweb/pdfs/law_enforcement/dle-18-01.pdf (as of Nov. 26, 2024).

 ⁸¹ Gov. Code, § 7284.6, subd. (a)(1)(D).
- 82 Civ. Code, § 1798.3, subd. (a).
- 83 Gov. Code, § 7284.6, subd. (e).
- 84 Gov. Code, § 7284.6, subd. (a)(1)(A); Gov. Code, § 7284.4, subd. (a).
- ⁸⁵ Gov. Code, § 7284.6, subd. (b)(4); see also California Department of Justice, Division of Law Enforcement, DLE Information Bull. No. DLE-2015-04, *New and Existing State and Federal Laws Protecting Immigrant Victims of Crime* (Oct. 28, 2015) https://oag.ca.gov/system/files/attachments/press releases/dle-2015-04.pdf (as of Aug. 8, 2018).
- 86 Pen. Code, § 679.10.

36 -154-

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87 Ibid.
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⁸⁸ *Id.*, subd. (o)(1). See also California Department of Justice, Division of Law Enforcement, DLE Information Bulletin No. 2024-DLE-05, *Update to Information Bulletin 2020-DLE-01: New and Existing State and Federal Laws Protecting Immigrant Victims of Crime* (April 3, 2024), https://oag.ca.gov/system/files/media/2024-dle-05.pdf (as of Nov. 27, 2024).

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89 Id., subd. (h).
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⁹³ *Id.*, subd. (m). The statute defines a "certifying entity" as including a prosecutor or judge who has certified victim helpfulness on the Form I-918 Supplement B certification when the victim was a victim of a qualifying criminal activity and has been helpful, is being helpful, or is likely to be helpful to the detection or investigation or prosecution of the qualifying criminal activity. (*Id.*, subds. (a), (e).)

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<sup>94</sup> Id., subd. (g)(1).
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- 95 *Id.*, subds. (i)(2), (k)(3).
- 96 20 U.S.C. § 1232g(h)(1).
- 97 20 U.S.C. § 1232g(b)(6)(A).
- 98 20 U.S.C § 1232g(b)(6)(B); 34 C.F.R. §§ 99.31(a)(13)-(14).
- 99 45 C.F.R. § 160.103; 20 U.S.C. § 1232g(a)(4)(B)(iv).
- ¹⁰⁰ U.S. Department of Education, *Balancing Student Privacy and School Safety: A Guide to the Family Educational Rights and Privacy Act for Colleges and Universities* (Oct. 2007) https://www.govinfo.gov/content/pkg/GOVPUB-ED-PURL-gpo14871/pdf/GOVPUB-ED-PURL-gpo14871.pdf (as of Nov. 27, 2024); see also 34 C.F.R. §§ 99.31(a)(10), 99.36.
- ¹⁰¹ 34 C.F.R. § 99.36(c). This exception to FERPA's general consent rule is limited to the period of the emergency and generally does not allow for a blanket release of personally identifiable information from a student's education records.
- ¹⁰² U.S. Department of Education, *Balancing Student Privacy and School Safety: A Guide to the Family Educational Rights and Privacy Act for Colleges and Universities* (Oct. 2007) https://www.govinfo.gov/content/pkg/GOVPUB-ED-PURL-gpo14871/pdf/GOVPUB-ED-PURL-gpo14871.pdf (as of Nov. 27, 2024).
- ¹⁰³ *Ibid*.
- ¹⁰⁴ See Alejandro N. Mayorkas, *Memorandum, Guidelines for Enforcement Actions in or Near Protected Areas* (Oct. 27, 2021) https://www.dhs.gov/sites/default/files/publications/21_1027_opa_guidelines-enforcement-actions-in-near-protected-areas.pdf (as of Nov. 27, 2024); see also U.S. Customs and Border Protection, DHS Protected Areas FAQs (April 11, 2024) https://www.cbp.gov/border-security/dhs-protected-areas-faqs (as of Nov. 27, 2024).
- ¹⁰⁵ In his 2021 memorandum, the DHS Secretary stated that immigration enforcement actions may take place at protected areas only when either: (a) prior approval is obtained from Agency headquarters or delegate; or (b) there are exigent circumstances necessitating immediate action without prior approval. The memorandum lists the following, non-exhaustive examples of exigent circumstances: (a) an enforcement action involving national security; (b) imminent risk of death, violence, or physical harm to a person; (c) an enforcement action involving the hot pursuit of an individual who poses a public safety threat; (d) the hot pursuit of a personally observed border crosser; (e) an imminent risk of destruction of evidence material to an ongoing criminal case; or (f) a safe alternative location does not exist. (Mayorkas, Memorandum, Guidelines for *Enforcement Actions in or Near Protected Areas* (Oct. 27 2021), https://www.dhs.gov/sites/default/files/publications/21_1027_opa_guidelines-enforcement-actions-in-near-protected-areas.pdf (as of Nov. 27, 2024).)
- ¹⁰⁶ Additionally, DHS's protected-areas policy also applies to operations conducted at or near the international border, unlike previous guidance, unless in hot pursuit of a personally observed border crosser. (U.S. Customs and Border Protection, DHS Protected Areas FAQs (April 11, 2024) https://www.cbp.gov/border-security/dhs-protected-areas-faqs (as of Nov. 27, 2024).
- ¹⁰⁷ Ed. Code, § 66093.3, subd. (e). The Regents of the University of California are also requested to implement this requirement. (Ed. Code, § 66093.3.)

⁹⁰ *Id.*, subd. (I).

⁹¹ *Id.*, subd. (i)(1).

⁹² *Id.*, subd. (j).

- ¹⁰⁸ Gov. Code, § 7285.1.
- ¹⁰⁹ Disclosure of information that is protected under FERPA in response to an administrative subpoena could violate FERPA. (20 U.S.C. § 1232g, 34 C.F.R., § 99.3.) College or university personnel must therefore provide notice to and receive written consent from the student before turning over his or her student records. (34 C.F.R. §§ 99.3, 99.30.)
- ¹¹⁰ Arizona v. United States (2012) 567 U.S. 387, 407.
- 111 The Immigrant Worker Protection Act contains other terms regulating the actions of employers and persons acting on their behalf, including, for example, when responding to requests by immigration enforcement agents for employee records. (Gov. Code, § 7285.2.) These terms, and other legal requirements running between employers and their employees, fall outside the scope of this guide A federal district court previously preliminarily enjoined part of the Immigrant Worker Protection Act as it pertains to private employers, but the preliminary injunction was dissolved on April 6, 2021, and the Act is now fully in effect. (See *United States v. California, supra*, 314 F.Supp.3d 1077, *aff'd in part, rev'd in part and remanded* (9th Cir. 2019) 921 F.3d 865.) And as stated in the Introduction, this guide is not intended to cover obligations arising from the employer-employee relationship, which may be impacted by AB 450.
- ¹¹² Gov. Code, § 7285.1, subd. (a).
- ¹¹³ *Id.*, subd. (c).
- ¹¹⁴ See Gov. Code, § 7284.6, subd. (a).
- ¹¹⁵ People v. Superior Court (Walker) (2006) 143 Cal.App.4th 1183, 1207-1208.
- ¹¹⁶ United States v. Prescott (9th Cir. 1978) 581 F.2d 1343, 1350-1351.
- ¹¹⁷ See Pen. Code, § 148.
- ¹¹⁸ See Mayorkas, Memorandum, Guidelines for *Enforcement Actions in or Near Protected Areas* (Oct. 27, 2021), https://www.dhs.gov/sites/default/files/publications/21_1027_opa_guidelines-enforcement-actions-in-near-protected-areas.pdf (as of Nov. 27, 2024.)
- ¹¹⁹ *Ibid.*; see also U.S. Customs and Border Protection, DHS Protected Areas FAQs (April 11, 2024) https://www.cbp.gov/border-security/dhs-protected-areas-faqs (as of Nov. 27, 2024).
- ¹²⁰ Ed. Code, § 66093.3, subd. (b).
- ¹²¹ *Id.*, subd. (f).
- ¹²² 34 C.F.R. § 99.3 (defining "eligible student" as "a student who has reached 18 years of age or is attending an institution of postsecondary education").
- ¹²³ 20 U.S.C. § 1232g(b)(1), (b)(2).
- ¹²⁴ See 34 C.F.R. § 99.3 (defining "personally identifiable information").
- 125 34 C.F.R. § 99.7(a)(1).
- ¹²⁶ 20 U.S.C. § 1232g(b)(2)(A); 34 C.F.R. §§ 99.3, 99.30.
- ¹²⁷ 20 U.S.C. § 1232g(b)(2)(A).
- 128 34 C.F.R. § 99.33(a)(1).
- ¹²⁹ 20 U.S.C. § 1232g(b)(1)(A)-(J), (b)(3), (b)(5); 34 C.F.R. § 99.35.
- ¹³⁰ 20 U.S.C. § 1232g(b)(2)(B); 34 C.F.R. § 99.31.
- ¹³¹ See 20 U.S.C. § 1232g(b)(1)(C).
- ¹³² See Section 2, above; see also transcript of an interview with John Seaman, senior legal instructor with the Legal Division at the Federal Law Enforcement Training Center, https://www.fletc.gov/ice-administrative-removal-warrants-mp3 (as of Nov. 27, 2024).
- ¹³³ 20 U.S.C. § 1232g(b)(1)(J)(i),(ii), (b)(2)(B).
- ¹³⁴ Gov. Code, § 7284.6, subd. (a)(1)(D).
- ¹³⁵ Civ. Code, § 1798.3, subd. (a).
- ¹³⁶ Gov. Code, § 7284.6, subd. (e).
- ¹³⁷ 34 C.F.R. § 99.8(c)(2).
- ¹³⁸ 34 C.F.R. § 99.3 (defining directory information); 34 C.F.R. § 99.37(a).
- ¹³⁹ Ed. Code, § 49061, subd. (c).
- ¹⁴⁰ 34 C.F.R. § 99.37 (institutions "may" disclose directory information).

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141 20 U.S.C. § 1232g(b)(2).
142 34 C.F.R. § 99.37(a).
143 Ed. Code, § 66093.3, subd. (c).
144 Ed. Code, § 66093.3, subd. (f).
145 Ibid.
146 Id., subd. (g).
147 Ibid.
148 Id., subd. (j)(1).
149 Ibid.
150 Ibid.
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151 Id., subd. (j)(2).
 152 For further guidance on attorneys and representatives qualified to provide representation in immigration courts and the Board of Immigration Appeals, please see the United States Department of Justice, Can Someone Represent You before EOIR (Executive Office of Immigration Review), available at

https://www.justice.gov/eoir/can-someone-represent-you-eoir (as of Dec. 3, 2024).

- ¹⁵³ See Cal. Code Regs., tit. 5, § 41905.
- ¹⁵⁴ Ed. Code, § 68076.

39 -157-

Appendix A Immigrations and Customs Enforcement "Arrest Warrant" (Form I-200)

	DEPARTMENT OF HOMELAND SECURITY Warrant for A	Arrest of Allen
	File No.	
	Date:	
То:	O: Any immigration officer authorized pursuant to sections 236 and 287 of the Immigration and Nationality Act and part 287 of title 8, Code of Federal Regulations, to serve warrants of arrest for immigration violations	
	ve determined that there is probable cause to believe that	
ı	☐ the execution of a charging document to initiate removal proceedings	against the subject;
I	☐ the pendency of ongoing removal proceedings against the subject;	
☐ the failure to establish admissibility subsequent to deferred inspection;		n;
	biometric confirmation of the subject's identity and a records check of that affirmatively indicate, by themselves or in addition to other reliable the subject either lacks immigration status or notwithstanding such statu under U.S. immigration law; and/or	information, that
	☐ statements made voluntarily by the subject to an immigration officer reliable evidence that affirmatively indicate the subject either lacks immotwithstanding such status is removable under U.S. immigration law.	
	U ARE COMMANDED to arrest and take into custody for removal produigration and Nationality Act, the above-named alien.	eedings under the
	(Signature of Authorized Imr	
		nigration Officer)
	(Printed Name and Title of Authorize	
	(Printed Name and Title of Authorize Certificate of Service	
ereby o		
	Certificate of Service certify that the Warrant for Arrest of Alien was served by me at	d Immigration Officer) (Location)
	Certificate of Service	d Immigration Officer) (Location)
	Certificate of Service certify that the Warrant for Arrest of Alien was served by me at	d Immigration Officer) (Location)
	Certificate of Service certify that the Warrant for Arrest of Alien was served by me at on	(Location) , and the contents of the

Appendix B Immigrations and Customs Enforcement "Removal Warrant" (Form I-205)

nt
N .
File No:
Date:
ty:
(Date of entry)
•
ted in the Secretary of Homel to take into custody and remo
immigration officer)
migration officer)
d office location)

41 -159-

Appendix C Federal Search and Seizure Warrant (Form AO 93)

United St.	ATES DISTRICT COURT
	for the
In the Matter of the Search of (Briefly describe the property to be searched or identify the person by name and address))) Case No.))
SEARCH A	AND SEIZURE WARRANT
To: Any authorized law enforcement officer	
An application by a federal law enforcement of the following person or property located in theidentify the person or describe the property to be searched and give	fficer or an attorney for the government requests the search District of we its location):
described above, and that such search will reveal (ident	go die pewaler describe ine property to be setzea).
YOU ARE COMMANDED to except this of in the daytime 6:00 a.r. to 10:00 p.r. at	warrant on or before(not to exceed 14 days) any time in the day or night because good cause has been established.
	n must give a copy of the warrant and a receipt for the property taken to the erty was taken, or leave the copy and receipt at the place where the
The officer executing this warrant, or an office	er present during the execution of the warrant, must prepare an inventory and inventory to (United States Magistrate Judge)
as required by law and promptly return this warrant ar	(United States Magistrate Juage)
' Pursuant to 18 U.S.C. § 3103a(b), I find that in	nmediate notification may have an adverse result listed in 18 U.S.C. icer executing this warrant to delay notice to the person who, or whose <i>e box)</i>
Pursuant to 18 U.S.C. § 3103a(b), I find that im § 2705 (except for delay of trial), and authorize the officoporty, will be searched or seized (check the appropriate	nmediate notification may have an adverse result listed in 18 U.S.C. icer executing this warrant to delay notice to the person who, or whose <i>e box)</i>
Pursuant to 18 U.S.C. § 3103a(b), I find that im § 2705 (except for delay of trial), and authorize the officoporty, will be searched or seized (check the appropriate	nmediate notification may have an adverse result listed in 18 U.S.C. icer executing this warrant to delay notice to the person who, or whose <i>e box)</i>
Pursuant to 18 U.S.C. § 3103a(b), I find that im § 2705 (except for delay of trial), and authorize the offi property, will be searched or seized (check the appropriate for days (not to exceed 30) ' until, the fi	nmediate notification may have an adverse result listed in 18 U.S.C. icer executing this warrant to delay notice to the person who, or whose <i>e box)</i> acts justifying, the later specific date of Judge's signature

-160-

Appendix D Federal Arrest Warrant (Form AO 442)

	TES DISTRICT COURT
	for the
United States of America	
v.)
) Case No.
)
)
Defendant	·
ARRI	EST WARRANT
Any authorized law enforcement officer	
_	before a United S 'es magistrate, udge without unnecessary delay
ne of person to be arrested)	71 1 1
o is accused of an offense or violation based on the fol	
Indictment Superseding Indictment	In patio. 'Superseding Information 'Complaint
robation Violation Petition 'Supervised Relea	ase Vol. ion Polition 'Violation Notice' Order of the Court
a offensa is buieffy described as follows:	
s offense is briefly described as follows:	
Col	
Cy Cy	
6	
e:	Issuing officer's signature
	Issuing officer's signature
e:	Issuing officer's signature Printed name and title
	Printed name and title
y and state:	Printed name and title Return
	Printed name and title
y and state: This warrant was received on (date)	Printed name and title Return
y and state: This warrant was received on (date)	Printed name and title Return, and the person was arrested on (date)
This warrant was received on (date)	Printed name and title Return

43 -161-

Appendix E Department of Homeland Security Immigration Enforcement Subpoena (Form I-138)

1. To (Name, Address, City, State, Zip Code)	DEPARTMENT OF HOMELAND SECURITY	
	IMMIGRATION ENFORCEMENT	
	SUBPOENA to Appear and/or Produce Records	
Cultura and Murchas	8 U.S.C. § 1225(d), 8 C.F.R. § 287.4	
Subpoena Number		
2. In Reference To		
(Title of Proceeding)	(File Number, if Applicable)	
By the service of this subpoena upon you, YO	U ARE HEREBY SUMMONED AND REQUIRED TO:	
Enforcement (ICE), or U.S. Citiz at the place, date, and time spec Block 2.	oms and Border Protection (CBP), U.S. Immigration and Customs zenship and Immigration Services (* scIS) Official named in Block 3 sciffed, to testify and give information relating to the matter indicated in	
(B) X PRODUCE the records (books,) USCIS Official named in Block 3	papers, or other documents) indice of in Blo (.4, to the CBP, ICE, or 3 at the place, date, and time specifie	
nquiry relating to the enforcement of U.S. imm	ated records is required a connection with an investigation or nigration laws and a to ample with this subpoena may subject ict Court, as rovided by 8 U. C. § 1225(d)(4)(B).	
3. (A) CBP, ICE or USCIS Official before whom you	you are rouireo ppear (B) Date	
Name		
Title		
Address	(C) Time ⊠ a.m. □ p.m.	
Telephone Number		
4. Records required to be product and inspect in		
	5. Authorized Official	
STATE OF THE PARTY		
	(Signature)	
TAND SECS	(Printed Name)	
If you have any questions regarding	(Title)	
this subpoena, contact the CBP, ICE, or USCIS Official identified in Block 3.	(Date)	
OHS Form I-138 (6/09)		

-162-

Appendix F Federal Judicial Subpoena (Form AO 88B)

	UNITED STATES D for the	
) aintiff	Civil Action No.
	DENA TO PRODUCE DOCUMENT TO PERMIT INSPECTION OF P	FS, INFORMATION, OR OBJECTS REMISES IN A CIVIL ACTION
То:		
	(Name of person to whom	this subpoena is dir ed)
		the time, date, and acc set forth below the following permit inspection, copying, testing, or sampling of the
Place:		te and Time:
' Inspection of Pren	nises: YOU ARE COMMAN ED	bermit entry onto the designated premises, land, or
other property possessed o	r controlled by you a me time, da	permit entry onto the designated premises, land, or and location set forth below, so that the requesting party property or any designated object or operation on it. Date and Time:
other property possessed of may inspect, measure, sur	r controlled by you a m. time, danvey, photograph, test, or so ap. the p	and location set forth below, so that the requesting party property or any designated object or operation on it. Date and Time:
The following processored to this subpoena a	ovisions of Fed. R. Civ. P. 45 are attached reprotection as a person subject to a stand the potential consequences of not	and location set forth below, so that the requesting party property or any designated object or operation on it. Date and Time: ched – Rule 45(c), relating to the place of compliance; ubpoena; and Rule 45(e) and (g), relating to your duty to
The following processored to this subpoena a	ovisions of Fed. R. Civ. P. 45 are attached reprotection as a person subject to a su	and location set forth below, so that the requesting party property or any designated object or operation on it. Date and Time: ched – Rule 45(c), relating to the place of compliance; ubpoena; and Rule 45(e) and (g), relating to your duty to
The following processored to this subpoena a	ovisions of Fed. R. Civ. P. 45 are attached reprotection as a person subject to a stand the potential consequences of not	and location set forth below, so that the requesting party property or any designated object or operation on it. Date and Time: ched – Rule 45(c), relating to the place of compliance; ubpoena; and Rule 45(e) and (g), relating to your duty to doing so.
The following processed of the property possessed of the property possessed of the process of the property possess of the process of the property possess of the property possess of the property possess of the property possess of the process of the property possess of the prop	ovisions of Fed. R. Civ. P. 45 are attact are protection as a person subject to a stand the potential consequences of not a CLERK OF COURT Signature of Clerk or Deputy Clerk I address, and telephone number of the	and location set forth below, so that the requesting party property or any designated object or operation on it. Date and Time: Ched – Rule 45(c), relating to the place of compliance; ubpoena; and Rule 45(e) and (g), relating to your duty to doing so. OR

45 -163-

Appendix G Notice to Appear Form (Form I-862)

Respondent: currently residing at: (Number, street, city, state and ZIP code) 1. You are an arriving alien. 2. You are an alien present in the United States who has not been admitted or paroled. 3. You have been admitted to the United States, but are deportable for the reasons stated below:	U.S. Department of Homeland Security	Notice to Appear
Respondent:	In removal proceedings under section 240 of the Immigration	and Nationality Act
Complete Address of Immigration Court, Including Room Number, (Tany)		File No:
(Number, street, city, state and ZIP code) (Area code and phone number)	In the Matter of:	
(Number, street, city, state and ZIP code) (Area code and phone number)		
1. You are an arriving alien. 2. You are an alien present in the United States who has not been admitted or paroled. 3. You have been admitted to the United States, but are deportable for the reasons stated below: The Department of Homeland Security alleges that you: On the basis of the foregoing, it is charged that you a solvect to relevant from the United States pursuant to the following provision(s) of law: This notice is being issued after an asylum officer has found that the respondent has demonstrated a credible fear of persecution. Section 235(b)(1) order was vacated pursuant to : 8 CFR208.30(f)(2)	Respondent:	currently residing at:
1. You are an arriving alien. 2. You are an alien present in the United States who has not been admitted or paroled. 3. You have been admitted to the United States, but are deportable for the reasons stated below: The Department of Homeland Security alleges that you: On the basis of the foregoing, it is charged that you a solvect to relevant from the United States pursuant to the following provision(s) of law: This notice is being issued after an asylum officer has found that the respondent has demonstrated a credible fear of persecution. Section 235(b)(1) order was vacated pursuant to : 8 CFR208.30(f)(2)	(Number stead sity state and TID ands)	(Area and and alterna symbol)
2. You are an alien present in the United States who has not been admitted or paroled. 3. You have been admitted to the United States, but are deportable for the reasons stated below: The Department of Homeland Security alleges that you: On the basis of the foregoing, it is charged that you a reading to receive the following provision(s) of law: This notice is being issued after an asylum officer has found that the respondent has demonstrated a credible fear of persecution. Section 235(b)(1) order was vacated pursuant to : 8 CFR208.30(b)(2) 8 CFR235.3(b)(5)(iv) YOU ARE ORDERED to appear before an immigration judge of the United States Department of Justice at: (Complete Address of Immigration Court, Including Room Namber, if any) on (Date) (Obto) (Chito) at 1 (Chime) to show why you should not be removed from the United States based on the charge(s) set forth above. See reverse for important information		(Area code and phone number)
On the basis of the foregoing, it is charged that you a reactivect to regoval from the United States pursuant to the following provision(s) of law: This notice is being issued after an asylum officer has found that the respondent has demonstrated a credible fear of persecution. Section 235(b)(1) order was vacated pursuant to: 8 CFR208.30(f)(2) 8 CFR235.3(b)(5)(iv) YOU ARE ORDERED to appear before an immigration judge of the United States Department of Justice at: On 6 (Date) 1 (Time) 1 to show why you should not be removed from the United States based on the charge(s) set forth above. (Signature and Title of Issuing Officer) Date: (City and States) See reverse for important information	_	d or paroled.
On the basis of the foregoing, it is charged that you a state of the coval from the United States pursuant to the following provision(s) of law: This notice is being issued after an asylum officer has found that the respondent has demonstrated a credible fear of persecution. Section 235(b)(1) order was vacated pursuant to: 8 CFR208.30(f)(2) 8 CFR235.3(b)(5)(iv) YOU ARE ORDERED to appear before an immigration judge of the United States Department of Justice at: Complete Address of Immigration Court, Including Room Number, if any) to show why you should not be removed from the United States based on the charge(s) set forth above. City and State) City and Stat	$\ \square$ 3. You have been admitted to the United States, but are deportable for the	reasons stated below:
This notice is being issued after an asylum officer has found that the respondent has demonstrated a credible fear of persecution. This notice is being issued after an asylum officer has found that the respondent has demonstrated a credible fear of persecution. Section 235(b)(1) order was vacated pursuant to: 8 CFR208.30(f)(2) 8CFR235.3(b)(5)(iv) YOU ARE ORDERED to appear before an immigration judge of the United States Department of Justice at: (Complete Address of Immigration Court, Including Room Number, if any) on (Date) to show why you should not be removed from the United States based on the charge(s) set forth above. (Signature and Title of Issuing Officer) Date: See reverse for important information	The Department of Homeland Security alleges that you:	
This notice is being issued after an asylum officer has found that the respondent has demonstrated a credible fear of persecution. This notice is being issued after an asylum officer has found that the respondent has demonstrated a credible fear of persecution. Section 235(b)(1) order was vacated pursuant to: 8 CFR208.30(f)(2) 8CFR235.3(b)(5)(iv) YOU ARE ORDERED to appear before an immigration judge of the United States Department of Justice at: (Complete Address of Immigration Court, Including Room Number, if any) on (Date) to show why you should not be removed from the United States based on the charge(s) set forth above. (Signature and Title of Issuing Officer) Date: See reverse for important information		
This notice is being issued after an asylum officer has found that the respondent has demonstrated a credible fear of persecution. This notice is being issued after an asylum officer has found that the respondent has demonstrated a credible fear of persecution. Section 235(b)(1) order was vacated pursuant to: 8 CFR208.30(f)(2) 8CFR235.3(b)(5)(iv) YOU ARE ORDERED to appear before an immigration judge of the United States Department of Justice at: (Complete Address of Immigration Court, Including Room Number, if any) on (Date) to show why you should not be removed from the United States based on the charge(s) set forth above. (Signature and Title of Issuing Officer) Date: See reverse for important information		
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Section 235(b)(1) order was vacated pursuant to : 8 CFR208.30(f)(2) 8 CFR235.3(b)(5)(iv) YOU ARE ORDERED to appear before an immigration judge of the United States Department of Justice at: (Complete Address of Immigration Court, Including Room Number, if any) on at to show why you should not be removed from the United States based on the charge(s) set forth above. (Signature and Title of Issuing Officer) Date: (City and State)	provision(s) or law.	
Section 235(b)(1) order was vacated pursuant to : 8 CFR208.30(f)(2) 8 CFR235.3(b)(5)(iv) YOU ARE ORDERED to appear before an immigration judge of the United States Department of Justice at: (Complete Address of Immigration Court, Including Room Number, if any) on at to show why you should not be removed from the United States based on the charge(s) set forth above. (Signature and Title of Issuing Officer) Date: (City and State)		
Section 235(b)(1) order was vacated pursuant to : 8 CFR208.30(f)(2) 8 CFR235.3(b)(5)(iv) YOU ARE ORDERED to appear before an immigration judge of the United States Department of Justice at: (Complete Address of Immigration Court, Including Room Number, if any) on at to show why you should not be removed from the United States based on the charge(s) set forth above. (Signature and Title of Issuing Officer) Date: (City and State)		
Section 235(b)(1) order was vacated pursuant to : 8 CFR208.30(f)(2) 8 CFR235.3(b)(5)(iv) YOU ARE ORDERED to appear before an immigration judge of the United States Department of Justice at: (Complete Address of Immigration Court, Including Room Number, if any) on at		
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YOU ARE ORDERED to appear before an immigration judge of the United States Department of Justice at: (Complete Address of Immigration Court, Including Room Number, if any) on at to show why you should not be removed from the United States based on the Charge(s) set forth above. (Signature and Title of Issuing Officer) Date: (City and State) See reverse for important information	☐ This notice is being issued after an asylum officer has found that the respo	ondent has demonstrated a credible fear of persecution.
YOU ARE ORDERED to appear before an immigration judge of the United States Department of Justice at: (Complete Address of Immigration Court, Including Room Number, if any) on at to show why you should not be removed from the United States based on the charge(s) set forth above. (Signature and Title of Issuing Officer) Date: (City and State) See reverse for important information	Section 235(b)(1) order was vacated pursuant to : 8 CFR208.30(f)(2)	8CFR235.3(b)(5)(iv)
on at		
on at to show why you should not be removed from the United States based on the charge(s) set forth above. One charge(s) set forth above.	YOU ARE ORDERED to appear before an immigration judge of the United S	tates Department of Justice at:
(Date) (Time) charge(s) set forth above. (Signature and Title of Issuing Officer) Date: (City and State) See reverse for important information	(Complete Address of Immigration Court, Including	Room Number, if any)
charge(s) set forth above. (Signature and Title of Issuing Officer) Date: (City and State) See reverse for important information		uld not be removed from the United States based on the
Date:		
See reverse for important information (City and State)		(Signature and Title of Issuing Officer)
See reverse for important information	Date:	
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