

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

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

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**EMPLOYMENT 2019-2020**

**Regular Assignment**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Effective</u></b>
Katherine Cox	Art Lab Technician	09/19/2019
Oscar Tarbell-DeOcampo	Early Learning Center Assistant	09/19/2019

**Part-Time Adjunct Assignment**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Effective</u></b>
Rahul Patria	Adjunct Counselor (not to exceed 67%)	09/19/19 – 12/31/19
Brandon Stinnett	Adjunct Instructor – Nursing Clinical (not to exceed 67%)	10/01/19 – 12/31/219
Lawrence Sweet	Adjunct Instructor – CIS (not to exceed 67%)	09/10/19 – 12/31/19
Brian Weathersby	Adjunct Instructor – CIS (not to exceed 67%)	09/09/19 – 12/31/19

**Leave of Absence**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Effective</u></b>
Damany Fisher	Leave of Absence	08/05/19 – 09/01/19 (Revised)

**Temporary Change in Assignment**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Effective</u></b>
Chor Thao	Director, Corrections and Reentry Services	08/05/19 – 09/08/19 (Revised)

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Mary Jones  
Human Resources

September 6, 2019  
**Date Submitted**

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

September 18, 2019  
**Date Approved**

SOLANO COMMUNITY COLLEGE HUMAN RESOURCES CONSENT CALENDAR  
 Governing Board Meeting  
 September 18, 2019  
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**Change in Assignment**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Effective</u></b>
Chor Thao	From Interim Director, Corrections and Reentry Services to Administrative Assistant III	09/09/2019

**Out of Class**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Effective</u></b>
Chor Thao	Special Projects	09/09/19 – 12/31/19

**Short-term/Temporary/Substitute**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Fund/Grant Name</u></b>	<b><u>Effective</u></b>	<b><u>Amount</u></b>
Alison Aubert	Assistant Athletic Director	General Fund	08/01/19 – 05/31/20	\$1,000/mo Stipend
Genevieve Brown	Student Services Generalist	Student Equity	09/19/19 – 06/30/20	\$18.10/hr.
Teresa Brunner	Academic Senate Participation	General Fund	08/08/19 – 12/31/19	\$500 Stipend
Teresa Brunner	Academic Senate Participation	General Fund	01/01/20 – 05/31/20	\$500 Stipend
Maritza Castro	Student Services Generalist	Student Equity	09/19/19 – 06/30/20	\$16.56/hr.
Eliana Galdamez	Account Specialist II	General Fund	09/21/19 – 06/30/20	\$18.90/hr.
Maria Isip-Bautista	Sexual Harassment & Mandated Reporter training	EEO Fund	09/19/19 – 12/30/19	\$10,000 Stipend
Maeve Lee	Student Services Generalist	Student Equity	09/19/19 – 06/30/20	\$18.10/hr.
Veronica Lindsey	Student Services Generalist	Student Equity	09/19/19 – 06/30/20	\$16.56/hr.
Rome Jairus Magalong	Learning Resources Tech 1	General Fund	09/19/19 – 06/30/20	\$15.21 hr.
Courtney Nelson	Teaching Apprentices-English	Basic Skills	08/12/19 – 06/30/20 (Revised)	\$21.00/hr.
Carloline Pleasant	Student Services Generalist	Student Equity	09/19/19 – 06/30/20	\$16.56/hr.
Ruth Rich	Student Services Generalist	Student Equity	09/19/19 – 06/30/20	\$18.10/hr.
Nigel Richardson	Student Services Generalist	Student Equity	09/19/19 – 06/30/20	\$16.56/hr.
Sara Carolina Rico	Student Services Generalist	Student Equity	09/19/19 – 06/30/20	\$18.10/hr.

SOLANO COMMUNITY COLLEGE HUMAN RESOURCES CONSENT CALENDAR

Governing Board Meeting

September 18, 2019

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Tracy Schneider	Academic Senate Participation	General Fund	08/8/19 – 12/31/19	\$500 Stipend
Tracy Schneider	Academic Senate Participation	General Fund	01/01/20 – 05/31/20	\$500 Stipend
Stephanie Sherman	Teaching Apprentices-English	Basic Skills	08/13/19 – 06/30/20 (Revised)	\$21.00/hr.
Cecily A. Steinke	Custodian	General Fund	09/19/19 – 06/30/20	\$13.62/hr.
Christopher Summers	Teaching Apprentices-English	Basic Skills	08/12/19 – 06/30/20 (Revised)	\$21.00/hr.
Natalie Van Oeveren-Nelson	SparkPoint Special Projects	Student Equity	09/19/19 – 06/30/20	\$25.00/hr.
Kathleen Velasco	Teaching Apprentices-English	Basic Skills	08/12/19 – 06/30/20 (Revised)	\$21.00/hr.
Katrina Wauer	Academic Success Specialist – TAP	Student Equity	09/19/19 – 06/30/20	\$16.56/hr.
Andrew Wesley	Academic Senate Participation	General Fund	08/8/19 – 12/31/19	\$500 Stipend
Andrew Wesley	Academic Senate Participation	General Fund	01/01/20 – 05/31/20	\$500 Stipend

**GRATUITOUS SERVICE**

<b><u>Name</u></b>	<b><u>School/Department</u></b>	<b><u>Effective</u></b>	<b><u>Assignment</u></b>
Quiara Alexander	Liberal Arts	09/19/19 – 12/31/19	Assistant ASL Interpreter

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

**TO: Members of the Governing Board**

**SUBJECT: CONSENT CALENDAR – FINANCE & ADMINISTRATION**

**REQUESTED ACTION: APPROVAL**

**PERSONAL SERVICES AGREEMENTS**

**Academic Affairs  
David Williams, Vice President**

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Ryan Nonprofit Consulting, Inc.	Provide strategic planning services for the CCCBE.	09/19/19 – 06/30/20	Not to exceed \$8,800.00
Christian Alvarez	Costume design for “Getting Out.” Wash, dry and or clean costumes as needed, return rentals and restock.	09/19/19 – 11/17/19	Not to exceed \$750.00
Stephanie Benton	Piano accompaniment for Solano Choral Society classes, rehearsals, and performances.	08/13/19 – 12/11/19	Not to exceed \$1,737.50
Integrative Impact, LLC.	Provide graphic design, writing (email campaigns, articles, press release, quarterly newsletters, reports, website updates), and relationship building SCC faculty and administrators for Business and Entrepreneurial Sector Website.	09/19/19 – 06/30-20	Not to exceed \$6,000.00
Heath Muskat	STEM Scholar mentorship; assist with student support & transfer process	09/03/19 – 06/01/20	Not to exceed \$500
Noelle Ngako	STEM Scholar mentorship; assist with student support & transfer process	09/03/19 – 05/31/20	Not to exceed \$500

**Robert V. Diamond**  
Vice President, Finance & Administration

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

September 6, 2019  
**Date Submitted**

September 18, 2019  
**Date Approved**

**Academic Affairs (Continued)  
David Williams, Vice President**

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Laura Gardner	STEM Scholar mentorship; assist with student support & transfer process	09/04/19 – 05/31/20	Not to exceed \$500
Abraham Rantisi	STEM Scholar mentorship; assist with student support & transfer process	09/03/19 – 05/31/20	Not to exceed \$500
Jared Bell	STEM Scholar mentorship; assist with student support & transfer process	09/15/19 – 05/31/20	Not to exceed \$500
Will Aquino, Jr.	STEM Scholar mentorship; assist with student support & transfer process	09/15/19 – 05/31/20	Not to exceed \$500
Cody James Vig	STEM Scholar mentorship; assist with student support & transfer process	09/03/19 – 05/31/20	Not to exceed \$500

**Student Services  
Robert Diamond, Vice President, Finance & Administration**

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Troy Rondeau	Photography of Intercollegiate Teams for digital picture library use for SCC Athletics website	09/19/19 – 06/30/20	Not to exceed \$500
Iyeshia Miller	Co-presentation for Foster Kinship Care Education (FKCE) workshop/seminars & class materials	09/20/19 – 06/30/20	Not to exceed \$3,000
Elizabeth Griswold	Co-presentation for Foster Kinship Care Education (FKCE) workshop/seminars & class materials	09/20/19 – 06/30/20	Not to exceed \$3,000
Ian Wallace	Mental health first aid training (up to two sessions) for faculty and staff sponsored by Counseling Division.	10/02/19 – 06/30/20	Not to exceed \$1,600.00

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

**TO: Members of the Governing Board**

**SUBJECT: WARRANTS**

**REQUESTED ACTION:**

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

**SUMMARY:**

8/6/2019	Vendor Payments	11095053-11095058	\$20,045.31
8/6/2019	Vendor Payments	11095059-11095109	\$147,166.36
8/7/2019	Vendor Payments	11095110-11095117	\$3,470.57
8/7/2019	Vendor Payments	11095118-11095125	\$180,861.29
8/13/2019	Vendor Payments	11095126-11095173	\$102,724.81
8/14/2019	Vendor Payments	11095174-11095180	\$3,752.77
8/20/2019	Vendor Payments	11095181-11095195	\$56,653.60
8/20/2019	Vendor Payments	11095196-11095264	\$703,008.24
8/21/2019	Vendor Payments	11095265-11095268	\$3,119.00
8/21/2019	Vendor Payments	11095269-11095275	\$279,626.04
8/26/2019	Vendor Payments	11095276-11095357	\$199,115.98
8/26/2019	Vendor Payments	11095358-11095409	<u>\$139,983.27</u>

**TOTAL: \$1,839,527.24**

**STUDENT SUCCESS IMPACT:**

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

<i>Ed. Code: 70902 &amp; 81656</i>	<i>Board Policy: 3240</i>	<i>Estimated Fiscal Impact: \$ 1,839,527.24</i>
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**SUPERINTENDENT'S RECOMMENDATION:**       **APPROVAL**       **DISAPPROVAL**  
 **NOT REQUIRED**       **TABLE**

Robert V. Diamond  
Vice President, Finance and Administration

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

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**ADDRESS**

---

(707) 864-7209

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**TELEPHONE NUMBER**  
Robert V. Diamond  
Finance and Administration

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**VICE PRESIDENT APPROVAL**  
September 6, 2019

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**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

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

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September 18, 2019

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**DATE APPROVED BY**

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**SUPERINTENDENT-PRESIDENT**

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

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

**SUBJECT:** **NOTICE OF COMPLETION FOR CONSTRUCTION SERVICES FOR FUME HOOD CONTROLS INSTALLATION AND PROGRAMMING PROJECT**

**REQUESTED ACTION:**

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

**SUMMARY:**

Board approval is requested for the Fume Hood Controls Installation and Programming Project Notice of Completion. On December 19, 2018, Enviser was awarded a construction services contract for the Fume Hood Controls Installation and Programming Project. The scope of work included installation and programming of fume hood controls for the Organic Chemistry lab in the Biotech and Science Building at the District’s Vacaville Center.

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

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

**STUDENT SUCCESS IMPACT:**

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

<i>Ed. Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact: \$0</i>
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**SUPERINTENDENT’S RECOMMENDATION:**       **APPROVAL**       **DISAPPROVAL**  
 **NOT REQUIRED**       **TABLE**

Lucky Lofton  
Executive Bonds Manager

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

**ADDRESS**

(707) 863-7855

**TELEPHONE NUMBER**

Finance & Administration  
**VICE PRESIDENT APPROVAL**

September 6, 2019  
**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

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

September 18, 2019  
**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

RECORDING REQUESTED BY:

When recorded mail to:

Lucky Lofton, Executive Bonds Manager  
Solano Community College District  
4000 Suisun Valley Road  
Fairfield, CA 94534

Notice of Completion

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

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

1. The undersigned is an owner or agent of an owner of the estate or interest stated below.
2. The name of the owner is Solano Community College District.
3. The address of the owner is 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:

NAMES

ADDRESSES

- 
6. Work of new construction on the property hereinafter described was completed on: 9/18/19
  7. The Project Name is: Fume Hood Controls Installation and Programming Project
  8. DSA Number (if applicable): N/A
  9. The contractor for such work of modernization is: Enviser
  10. The name of the contractor's Surety Co. is: N/A
  11. The date of contract between the contractor and the above owner is: 12/19/2018
  12. The street address of said property is: 2001 North Village Parkway, Vacaville, California 95688
  13. APN #: 133-180-014
  14. The property on which said work of new construction was completed is in the City of Vacaville, County of Solano, State of California, and is described as follows: Installation and programming of fume hood controls for the Organic Chemistry lab in the Biotech and Science Building at District's Vacaville Center.

\_\_\_\_\_  
Date

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

Verification

I, undersigned, say:

I am Executive Bonds Manager Lucky Lofton

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

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

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

Executed on \_\_\_\_\_, at Fairfield, California.  
(City or Town where signed)

SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board  
SUBJECT: PUBLIC HEARING AND ADOPTION OF THE 2019-2020  
DISTRICT BUDGETS

**REQUESTED ACTION:**

- Information OR  Approval  
 Consent OR  Non-Consent

**SUMMARY:**

At the Governing Board Study Session held on September 4, 2019, Robert V. Diamond, Vice President of Finance & Administration, presented the Board with the proposed District’s 2019-2020 budgets.

The 2019-2020 District Budgets are being presented for a public hearing and adoption at this time in accordance with the California Code of Regulations (CCR), Title 5, Section 58301. The District recommends adoption of the proposed budget and spending plan that were developed and shared with the campus community over the last several months during its budget development cycle.

Copies are available from the Office of the Vice President of Finance & Administration, and online at: [http://www.solano.edu/finance\\_admin/district\\_budget.php](http://www.solano.edu/finance_admin/district_budget.php).

**STUDENT SUCCESS IMPACT:**

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

<i>Ed. Code: N/A</i>	<i>Board Policy: 3000,3005</i>	<i>Estimated Fiscal Impact: N/A</i>
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**SUPERINTENDENT’S RECOMMENDATION:**  APPROVAL  DISAPPROVAL  
 NOT REQUIRED  TABLE

Robert V. Diamond  
Vice President, Finance & Administration

**PRESENTER’S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

**ADDRESS**

(707) 864-7209

**TELEPHONE NUMBER**

Robert V. Diamond

**VICE PRESIDENT APPROVAL**

September 6, 2019

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

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

September 18, 2019

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board  
SUBJECT: CONTRACT AMENDMENT #1 TO HMR ARCHITECTS  
FOR ADDITIONAL PROFESSIONAL SERVICES FOR THE  
B300 MODIFICATIONS: MAILROOM AND GRAPHICS  
PROJECT

**REQUESTED ACTION:**

Information OR  Approval  
 Consent OR  Non-Consent

**SUMMARY:**

On June 05, 2019 the Board approved a professional services contract to HMR Architects for architectural services for the B300 Modifications: Mailroom and Graphics project.

Board approval is requested for the attached Amendment #1 to increase the original professional services agreement with HMR Architects for additional services related to design, documentation, and construction administration due to the additional scope of removing all the existing fume

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**STUDENT SUCCESS IMPACT:**

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

Ed. Code: Board Policy: Estimated Fiscal Impact: \$13,700 Measure Q Funds

SUPERINTENDENT'S RECOMMENDATION:  APPROVAL  DISAPPROVAL  
 NOT REQUIRED  TABLE

Lucky Lofton  
Executive Bonds Manager

**PRESENTER'S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

**ADDRESS**

(707) 863-7855

**TELEPHONE NUMBER**

Robert V. Diamond  
Vice President, Finance & Administration

**VICE PRESIDENT APPROVAL**

September 6, 2019

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

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

September 18, 2019

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

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

**TO: Members of the Governing Board**

**SUBJECT: CONTRACT AMENDMENT #1 TO HMR ARCHITECTS  
FOR ADDITIONAL PROFESSIONAL SERVICES FOR THE  
B300 MODIFICATIONS: MAILROOM AND GRAPHICS  
PROJECT**

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**SUMMARY:**

*CONTINUED FROM THE PREVIOUS PAGE*

hoods in the future mailroom / graphics spaces.

\$ 26,800.00 Original Contract Amount  
\$ 13,700.00 Proposed Amendment #1  
\$ 40,500.00 New Contract Amount

The Board is asked to approve this contract Amendment #1 to HMR Architects in an amount not to exceed \$13,700.

The contract amendment is available online at:

<http://www.solano.edu/measureq/2019/190605%20Contract%20to%20HMR%20Architects%20BOT.pdf>

## AMENDMENT #1 TO AGREEMENT

### PARTIES

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

### RECITALS

WHEREAS, District and Consultant entered into a Consulting Services Agreement ("Agreement"), dated June 5, 2019, for coordination architectural services related to the District's B300 Modifications: Mailroom and Graphics Project ("Project"); and

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

### AGREEMENT

1. Section 3. Compensation of the Agreement is amended to read:  
District agrees to pay the Consultant for services satisfactorily rendered pursuant to this Agreement a total fee not-to-exceed **Forty Thousand Five Hundred Dollars (\$40,500)**. This fee is a total of the June 5, 2019 Agreement in the amount of \$26,800 and Amendment #1 in the amount of \$13,700. District shall pay Consultant according to the following terms and conditions:
  - 3.1. Payment for the Work shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after the Consultant submits an invoice to the District for Work actually completed and after the District's written approval of the Work, or the portion of the Work for which payment is to be made.
2. Exhibit A description of the scope of work shall be amended to include the following:  
  
Scope of work includes the removal of all fume hoods in the future mailroom and graphics services area. Includes the removal and proper capping of all utilities including glass pipping and mechanical ducts. Includes the removal of an eyewash/shower and the addition of (1) accessible sink and (1) utility sink. All existing casework will be removed from the future mailroom and graphics services areas.
3. Except as set forth in this Amendment, all provisions of the Agreement and any previous extension(s) and/or amendment(s) thereto shall remain unchanged, in full force and effect, and are reaffirmed. This Amendment shall control over any inconsistencies between it and the Agreement and/or any previous extension(s) and/or amendment(s).
4. Consultant acknowledges and agrees that this Amendment shall not be binding on the Parties until and unless the Solano Community College District's Governing Board approves this Amendment.

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

Dated: \_\_\_\_\_, 2019

Dated: \_\_\_\_\_, 2019

**SOLANO COMMUNITY COLLEGE  
DISTRICT**

**HMR Architects**

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

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

Print Name: Lucky Lofton  
Print Title: Executive Bonds Manager

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

SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board  
SUBJECT: CONTRACT AMENDMENT #1 TO KATE KEATING & ASSOCIATES, INC. FOR GRAPHIC DESIGN SERVICES FOR WAYFINDING PROJECT

REQUESTED ACTION:

- Information OR  Approval
- Consent OR  Non-Consent

SUMMARY:

On May 1, 2019, the Board approved a contract to Kate Keating & Associates, Inc. for the Vacaville Center Map and Wayfinding Project. At this time, Board approval is requested for Amendment #1 to the Kate Keating & Associates, Inc.’s contract. This amendment is for additional scope required to update the Fairfield campus wayfinding and general map.

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STUDENT SUCCESS IMPACT:

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

Ed. Code:	Board Policy:	Estimated Fiscal Impact: \$2,000 Measure Q Funds
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SUPERINTENDENT’S RECOMMENDATION:

- APPROVAL  DISAPPROVAL
- NOT REQUIRED  TABLE

Lucky Lofton  
Executive Bonds Manager

PRESENTER’S NAME

4000 Suisun Valley Road  
Fairfield, CA 94534

ADDRESS

(707) 863-7855

TELEPHONE NUMBER

Robert V. Diamond  
Vice President, Finance & Administration

VICE PRESIDENT APPROVAL

September 4, 2019

DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT

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

September 18, 2019

DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT

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

**TO: Members of the Governing Board**

**SUBJECT: CONTRACT AMENDMENT #1 TO KATE KEATING &  
ASSOCIATES, INC. FOR GRAPHIC DESIGN SERVICES  
FOR WAYFINDING PROJECT**

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**SUMMARY:**

*CONTINUED FROM THE PREVIOUS PAGE*

The Kate Keating & Associates, Inc. proposal for these additional services was evaluated and found to be appropriate for the additional work.

Contract Summary

\$ 4,170.00 Original Contract Amount  
\$ 2,000.00 Proposed Amendment #1  
\$ 6,170.00 New Contract Amount, including Amendment #1

The Board is asked to approve this contract Amendment #1 to Kate Keating & Associates, Inc. in the amount of \$2,000. Kate Keating's new contract amount will be \$6,170.00.

The contract is available online at:

<http://www.solano.edu/measureq/2019/190501%20Agreement%20Kate%20Keating%20for%20Dist%20Stds%20Revs.pdf>

**AMENDMENT TO AGREEMENT**

**PARTIES**

This FIRST Amendment to Agreement ("Amendment") is entered into between Solano Community College District ("District") and **Kate Keating & Associates, Inc.** ("Consultant"), collectively the "Parties").

**RECITALS**

WHEREAS, District and Consultant entered into a Consulting Services Agreement ("Agreement"), dated May 1, 2019, for services related to Vacaville Center Map and Wayfinding Standards Revisions Project;

WHEREAS, District and Consultant desire to amend the Agreement to acknowledge additional efforts required to complete the **Vacaville Center Map and Wayfinding Standards Revisions Project**;

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

**AGREEMENT**

1. Section 3 first paragraph of the Agreement is amended to read in its entirety: **"Compensation.** District agrees to pay the Consultant for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed Six Thousand One Hundred Seventy Dollars (\$6,170), which includes the original contract amount of \$4,170 and Amendment 1 amount of \$2,000."
2. Exhibit A is amended to include in its entirety: "Task 3: Fairfield Campus Wayfinding and General Map - Development of a revised Fairfield Campus wayfinding and general map, including updates per notes provided by the District to Kate Keating & Associates, Inc. on July 16, 2019. Provide final approved map in electronic PDF and Illustrator formats."
3. Except as set forth in this Amendment, all provisions of the Agreement and any previous extension(s) and/or amendment(s) thereto shall remain unchanged, in full force and effect, and are reaffirmed. This Amendment shall control over any inconsistencies between it and the Agreement and/or any previous extension(s) and/or amendment(s).
4. Consultant acknowledges and agrees that this Amendment shall not be binding on the Parties until and unless the Solano Community College District's Governing Board approves this Amendment.

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

Dated: \_\_\_\_\_, 2019

Dated: \_\_\_\_\_, 2019

**SOLANO COMMUNITY COLLEGE DISTRICT**

**KATE KEATING & ASSOCIATES, INC.**

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

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

Print Name: Lucky Lofton

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

Print Title: Executive Bonds Manager

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

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

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

**SUBJECT:** **ADDENDUM TO MEMORANDUM OF UNDERSTANDING  
BETWEEN TRAVIS AIR FORCE BASE AND SOLANO  
COMMUNITY COLLEGE**

**REQUESTED ACTION:**

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

**SUMMARY:**

Governing Board approval is requested for the addendum to the Memorandum of Understanding (MOU) between Travis Air Force Base and Solano Community College to provide guidelines for the delivery of educational services by Solano Community College on Travis Air Force Base. The MOU provides access to quality postsecondary education opportunities and is a strategic investment that enhances the service member’s ability to support mission accomplishments and successfully return to civilian life.

**STUDENT SUCCESS IMPACT:**

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

<i>Ed. Code:</i>	<i>Board Policy:3520</i>	<i>Estimated Fiscal Impact None</i>
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**SUPERINTENDENT’S RECOMMENDATION:**                       **APPROVAL**                       **DISAPPROVAL**  
 **NOT REQUIRED**                       **TABLE**

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

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

**ADDRESS**  
  
(707) 864-7117

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

**VICE PRESIDENT APPROVAL**  
  
September 6, 2019

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

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

September 18, 2019  
**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

ADDEMDUM TO THE DEPARTMENT OF DEFENSE VOLUNTARY EDUCATION PARTNERSHIP  
MEMORANDUM OF UNDERSTANDING

BETWEEN

THE UNITED STATES AIR FORCE  
TRAVIS AIR FORCE BASE, CALIFORNIA 94535-2751

AND

SOLANO COMMUNITY COLLEGE  
CALIFORNIA 94534-4017

FOR

QUALITY POSTSECONDARY EDUCATION OPPORTUNITIES

**AGREEMENT NUMBER: FB4427-\_\_\_\_\_ -3552**

This is a Memorandum of Understanding (MOU) between Solano Community College, hereafter referred to as “SCC” and the United States Air Force (USAF) at Travis Air Force Base (TAFB). When referred to collectively, Solano Community College, hereafter referred to as “SCC” and the United States Air Force (USAF) at Travis Air Force Base (TAFB) are referred to as the “Parties”.

1. **BACKGROUND:** The USAF is committed to providing high-quality education programs on all Air Force bases. On-base programs, in diversified field’s essential to the USAF’s postsecondary education needs, are conducted by civilian colleges and universities. These programs play a major role in support of professional development, recruiting and retaining an all-volunteer Air Force. USAF Force Development (FDF)/Base Education and Training Section (ETS) sponsored programs provide USAF personnel with the opportunity to attain their educational objectives and enhance AF job skills training. SCC objectives complement those of the USAF by providing comprehensive education programs to prepare graduates for productive careers and responsible citizenship. Advanced education provides personnel with the potential to accomplish the complex tasks associated with the management and utilization of modern, sophisticated USAF weapon systems.

2. **AUTHORITIES:** This requirement and authority for this MOU rests in the DoD Voluntary Education Partnership MOU, Air Force Instruction (AFI) 36-2649, Department of Defense Instruction (DoDI) 1322.25, and DoDI 4000.19. All Parties desire to satisfy the educational interests and needs of the individual Airmen, as well as the needs of the Air Force.

3. **PURPOSE:** This MOU provides guidelines and procedures for the delivery of educational services by the institution, on TRAVIS AFB not covered by the DoD Voluntary Education Partnership Memorandum of Understanding (MOU) between the DoD Office of the Under Secretary of Defense for Personnel and Readiness and the Institution or the Air Force Addendum to the DoD MOU. This provides educational opportunities for service members, military retirees, and non-DoD personnel. This MOU is not to be construed in any way as giving rise to a contractual obligation of the Air Force providing funds to the Institution that would be contrary to federal law.

This MOU provides access to quality postsecondary education opportunities and is a strategic investment that enhances the service member’s ability to support mission accomplishment and successfully return to civilian life. Today’s fast-paced and highly mobile environment, where frequent deployments and mobilizations are required to support the nation’s policies and objectives, requires the Air Force to

sponsor postsecondary educational programs using a variety of learning modalities that include instructor-led courses, as well as Distance Learning (DL) options. All are designed to support the professional and personal development and progress of Air Force members and the DoD civilian workforce. The institution has become a partner in this objective by making its program available for use in connection with the Air Force Voluntary Education programs.

#### 4. UNDERSTANDINGS OF THE PARTIES:

##### 4.1. USAF Education and Training Section (ETS) Chief, TAFB will:

4.1.1. Adhere to the responsibilities as detailed in the DoD Voluntary Education Partnership MOU and the Air Force Addendum for Educational Services between SCC and the USAF TAFB.

4.1.2. Help to promote the Institution's on-base programs through available base media outlets and provide an area for brochures/handouts for interested personnel. Institution representatives may make available to interested personnel, in their administrative offices or designated display areas, any and all information on programs offered through DL or on the home campus.

4.1.3. Assist in obtaining temporary passes/ID cards for faculty, administrative personnel and students as required by base regulations.

4.1.4. Provide utilities for office space and classrooms. SCC will not be required to reimburse for use of facilities or utilities (DoDI 1322.25). No reimbursement for manpower or supplies for the institution will be paid by the Air Force or the 60th Air Mobility Wing TAFB.

4.1.5. Authorize institution representatives, subject to base policy, use of government leased telephone service, on a time-available basis, for communicating with local military personnel or DoD employees enrolled in the Institution's programs.

4.1.6. Within funding limitations, coordinate with the base librarian to ensure that course appropriate reference materials are available.

4.1.7. Provide tuition assistance for eligible Airmen/students enrolled in the institutions programs in accordance with applicable regulations, DoD Voluntary Education Partnership MOU 4.f, and the availability of funds.

4.1.8. Provide appropriate counseling to all Airmen/students prior to course registration, regardless of the method of payment selected by students.

##### 4.2. Solano Community College will:

4.2.1. Adhere to the responsibilities as detailed in the DoD Voluntary Education Partnership MOU, the Air Force Addendum for Educational Services between BU and the USAF, AFI 36-2649 and within DoDI 1322.25.

4.2.2. Offer specified educational degree programs on TAFB as listed in Attachment 1. These programs will fulfill all accepted standards and requirements established by the Institution, the Air Force, the State of California, the State Approving Agency (SAA) and other appropriate state and federal accrediting associations and agencies of the state of

California having jurisdiction over the programs offered by the Institution. The program(s) provided must be in response to a formal request from the ETS Chief, as determined by a formalized needs assessment in accordance with AFI 36-2649.

4.2.3. Provide program administrator(s) and office staff, as required, to manage the institutions on-base programs. The ETS Chief may provide input regarding such selections. Counseling and advisement services, as required to support the institutions programs, will also be provided by the institution. Program administrators will coordinate with the ETS Chief when establishing office hours to ensure that the participants in the programs have appropriate access to counseling and resolution of administrative problems.

4.2.4. Institution officials will take a proactive approach to quality assurance. Standards in the Institution's faculty handbook will be followed, as well as quality standards established by the school, state, accrediting agencies, and Headquarter U.S. Air Force. Appropriate regional accrediting associations will be required to evaluate on-base programs to determine comparability to established academic standards. The Institution will sustain all costs associated with these visits, and will provide ETS Chief copies of accrediting reports and associated communications upon request.

4.2.5. Determine the number of faculty members, academic directors, administrators, and clerical personnel based on enrollments and current educational practice. The ETS Chief will be provided an annual list of faculty no later than 1 October of each year. Updates may be provided prior to each semester.

4.2.6. The institution will provide a school representative during duty hours, normally Monday – Thursday (9:00 am – 6:00 pm) and Friday as mutually agreed upon, to assist service members with their educational goals. The institution will also coordinate any office closures with the ETS Chief prior to closing (i.e. spring break, school meetings, training, etc.).

4.2.7. The Institution will be responsible for selecting, training, and evaluating all faculty, directors, administrators and clerical personnel in accordance with established home campus procedures. Institution program administrators shall brief all instructors at the beginning of each term on local administrative requirements in reference to Air Force classrooms, securing building after classes and procedures for entry access onto the base. Staff will attend annual training as required for base security and Force Protection.

4.2.8. Provide the ETS Chief with course schedules that will permit completion of degree programs in minimum time. Schedules will be available for mutual review by the ETS Chief and institution faculty/staff at least 45 days in advance of class/term start dates to permit changes, if required, advance publication of schedules and appropriate distribution of publicity.

4.2.9. Conduct basic counseling and advisement services to support the institutions program and provide a basic educational plan to each student (to include transfer credit) and to the ETS Chief immediately upon the student's registration for classes. Counseling services will include, but is not limited to, general institution policies; course withdrawal dates and penalties; course cancellation procedures; course grade publication; fees, covered/not covered by Military Tuition Assistance (Mil TA); billing practices; and policy regarding course incompleteness. The institutions representative will assume responsibility for the administration and proctoring of all course examinations not

normally administered and proctored within the traditional in-the-classroom setting. For first time postsecondary education students, and after final evaluation of transfer credit for returning students, the institution will provide a formal degree plan for all degree-seeking students.

4.2.10. The Institution will inform the ETS Chief in writing no later than 72 hours before the class/term start date of any cancellations. The Institution representative and ETS Chief (or designated representative) will work together to find classes available through other media for the students enrolled in the cancelled classes.

4.2.11. Provide enrollment statistics to the ETS Chief within two weeks after the term end date. Statistics will include the number of active duty military, DoD civilian, military dependents, and civilians not affiliated with the base who are participating in on-base classes. The information will also include method of payment, e. g., Mil TA, Department of Veteran Affairs (DVA), self-pay, Pell Grant, CA Promise program, etc. Maintain enrollment statistics for each on-base class, as well as the number of classes offered and canceled each term.

4.2.12. Provide enrollment statistics for active duty personnel and dependents who are utilizing special state tuition funding programs (i.e. California Promise program) to attend college for both on and off base courses.

4.2.13. Comply with all laws, rules, regulations and policies of TAFB regarding security, ingress and egress, traffic rules, driving privileges, fire and safety, environment, physical security, personnel background checks, vehicle inspection and registration, sanitation, and any other applicable statues or regulations designated by the installation commander. Access to the base by institution representatives, staff, and employees is a privilege which is granted, and can be revoked, by the installation commander or ETS Chief for non-compliance.

4.2.14. Report 100% of disruptive behavior that occurs on the base during any class held by SCC, by any SCC student or faculty member in attendance on-base to the ETS Chief within 24 hours of the event. The institution will notify ETS Chief if a student is barred from access at another base for disruptive behavior, if known, prior to registering that student for a Travis AFB course.

4.2.15. Publish and distribute the institutions refund policy (attachment 3). The institutions representative will inform the ETS Chief immediately, in writing, when a military member utilizing Military Tuition Assistance (Mil TA) withdraws from a course offered by the institution.

4.2.16. Notify ETS Chief of scheduled faculty/staff visits at least 10 days in advance, whenever possible. All requests will be submitted via the AI Portal.

4.2.17. Inform ETS Chief immediately of any major noncompliance results for any inspection/review of institutions on-base programs by SAA, DVA, or accrediting agencies, as well as any denials received.

4.2.18. Provide adequate library resources to support the institutions courses and programs. The institution will be responsible, along with the individual student, for any/all liability for loss, damage, destruction or depreciation in value of any institution purchased/provided library materials (i.e., books, journals, periodicals, etc.). The

institution agrees to hold the USAF harmless for any such liability and will take the appropriate action to ensure the return of the material or provide reimbursement for its replacement.

4.2.19. Coordinate all proposed changes to tuition, school policy and existing program format/delivery with ETS Chief at least 90 days in advance of the desired implementation date.

4.2.20. Take all necessary steps to maintain the cleanliness of assigned office space and classrooms. Maintenance shall consist of ensuring desks are clean after use; all trash is in appropriate receptacles; whiteboards are erased; furniture returned to original position; windows closed; lights off; room and/or building locked. Building exterior doors will be locked by institution faculty or staff after final course of the day. Windows and doors facing breezeway will also be maintained to be clear of dust, dirt, cobwebs and debris.

4.2.21. The institution will fulfill its obligation under this MOU without reassigning any of its rights or obligations hereunder to an external party. The Institution will provide learning opportunities through academic programs of the highest quality and will not subcontract any portion of the work associated with academic programs under this MOU.

5. Additional Guidelines: Both the USAF, Travis Air Force Base and Solano Community College agree:

5.1. No commitment will be made on the specific number of military students, availability of tuition assistance, or the continuing number of students entitled to in-service VA educational benefits. Institution may market, advise, and enroll students in any of their programs.

5.2. Base access of non-DoD and non-base personnel is at the discretion of the base commander. Access once provided may be revoked at any time due to military necessity or conduct that violates base rules or policies.

5.3. Active duty military students will be afforded registration and class placement priority. Additional class sections may be added to accommodate an overflow of military students. Paragraph 5.b. (4) of the DoD Voluntary Education Partnership MOU will apply.

5.4. The maximum and minimum class size will be determined by the Institution. Classes below the minimum number of students may be cancelled at the discretion of the Institution, in coordination with the ETS Chief.

5.5. Institution representatives will not be allowed access to Air Force voluntary program education records without the written consent of the individual.

5.6. Institutions with an on-installation MOU or invitation for an on-installation activity, such as an educational fair, are authorized to counsel or provide information on any of their programs.

5.8. Institution personnel (faculty and staff) will not be employed by or serve in any other capacity within the ETS program without written concurrence of the ETS Chief.

5.9. Compliance with the DoD Joint Ethics Regulation (DoDD 5500.7) is required if any Airman is considered for employment with the Institution. Questions regarding the applicability of the Joint Ethics Regulation will be referred to the base Staff Judge Advocate for determination.

5.10. Neither the USAF nor the institution will have policies that discriminate against participants for reasons of race, religion, national origin, age, sex, or physical handicap (where the handicapped person is otherwise qualified).

5.11. This MOU may be terminated by either party at any time within 180 days written notice to the other party; more than 180 days' notice is desirable since contractual agreements with faculty could obligate the Institution for the payment of salaries. In the event that war, natural disaster, or other matters beyond the control of the Base prevents compliance with the provisions of this MOU, this MOU may be suspended.

5.12. In the event of termination of the Base's program(s) under this MOU, a mutual effort will be made to ensure a smooth transition during the teach-out phase. The Institution will immediately notify all concerned students and ETS Chief of the provisions and options that will be implemented to another program or degree completion, as appropriate. The teach-out transition will offer students the option of completing degree requirements without loss of credit. No new student will be enrolled into the program that has been identified for termination. Each student will be individually counseled and provided a personalized plan for completing remaining degree requirements.

5.13. The Institution will agree to release and waive all claims against the United States, its agents, officers, and employees arising out of the use of Air Force facilities, equipment, supplies, and services by the Institution, its officers, representatives, agents, employees, and non-DoD affiliated students. Institution further agrees to defend, pay, or settle all claims arising out of the use of base facilities based upon the negligence, gross negligence, or willful misconduct of its agents, representatives, officers, employees, and non-DoD affiliated students. The Institution will hold the U.S. Government harmless from any claims arising out of acts or omissions of the Institution, its agents, representatives, officers, employees, and non-DoD affiliated students.

5.14. This MOU, in conjunction with the DoD Voluntary Education Partnership MOU, and the Air Force Addendum for Education Services between Solano Community College and the U.S. Air Force, defines the entire relationship between the Air Force and the Institution and supersedes any previous verbal or written agreements of understanding. Failure on the part of any party to comply with the provisions of these MOUs may result in the termination of the Institution's programs on the base. No change or modification of this MOU shall be valid unless or until it is in writing and signed by both parties.

5.15. Tuition charges by the institution for academic programs are specified in Attachment 2. A minimum of 90 days' notice will be provided to ETS Chief prior to any intended changes to these rates by the institution. Such notice must provide a detailed justification for the proposed increase. The ETS Chief will advise the institution of concurrence/non-concurrence within 45 days of receipt of the proposed tuition increases.

5.16. The institution will waive all computer laboratory fees if the Air Force provides a laboratory facility and equipment to support the institutions on-base instructional programs.

5.17. This MOU expires five years from the date of signature, unless terminated, extended, or updated prior to that date in writing by Travis AFB and the Institution. An annual review will be conducted by both parties to verify current accreditation status, update program offerings, and review programs delivery data. Attachments referred to in this MOU are listed below and are considered integral sections of this MOU.

5.18. This MOU defines the educational program relationship between TAFB and the institution and supersedes any previous verbal or written agreements of understanding. Failure on the part of either party to comply with the provisions of this MOU will be subject to mutual investigation by both parties to determine the facts of the issue(s) and make recommendations as necessary for any required corrective action. Failure to agree on the results of the investigation and necessary corrective action will result in the issue(s) being elevated for resolution. It is clearly understood that ultimate failure to resolve outstanding issues may result in a notice to terminate the program, by either party. There will be no Addendums, contracts, or Memoranda of Agreements that are separate of this MOU.

5.19. This MOU is at all times subject to the rules and regulations of the Department of the Air Force. No change or modification of this MOU shall be valid unless it is in writing and signed by both parties.

5.20. This MOU is effective upon signing by both parties and will expire five (5) years after the date of execution, unless extend in writing by both parties or terminated as specified in paragraph 5.14, of this MOU. An annual review will be conducted by both parties to verify current accreditation status, update program offerings, and confirm tuition and fee rates. Attachments referred to in this MOU are listed below and are sanctioned as part of this MOU.

5.21. The ETS Chief may request termination of this MOU following determination of a continuous decrease in active duty member enrollments and/or a continuous decrease in the number of on-base course offerings. A 60-day notification period will be established to allow the institution sufficient time to provide justification for non-termination of this MOU.

6. PERSONNEL: Each Party is responsible for all costs of its personnel, including pay and benefits, support, and travel. Each Party is responsible for supervision and management of its personnel.

#### 7. GENERAL PROVISIONS:

7.1. POINTS OF CONTACT: The following points of contact will be used by the Parties to communicate in the implementation of this MOU. Each Party may change its point of contact upon reasonable notice to the other Party.

7.1.1. For the USAF, Travis AFB, CA -

7.1.1.1. Primary - Mr. William C. Nangauta, ETS, Chief

7.1.1.2. Alternate – Mr. Glen Fraticelli, Chief, Force Development Flight

7.1.2. For Solano Community College -

7.1.2.1. Primary – Jenny Gonzales, Student Services Generalist

7.1.2.2. Alternate – Maire Morinec, Dean of the Vacaville Center

CORRESPONDENCE: All correspondence to be sent and notices to be given pursuant to this MOU will be addressed, if to the USAF, Travis AFB, CA, to -

7.2.1. 60 FSS/FSDE

530 Hickam Ave, Bldg 249

Travis AFB, CA 94535-2751

Email: [60.mss.dpe@us.af.mil](mailto:60.mss.dpe@us.af.mil)

And, if to Solano Community College - Worldwide to -

7.2.2. Solano Community College

4000 Suisun Valley Road

Fairfield, CA 94534-4017  
Email: [Jenny.Gonzalez@solano.edu](mailto:Jenny.Gonzalez@solano.edu)

7.3. FUNDS AND MANPOWER: This MOU does not document nor provide for the exchange of funds or manpower between the Parties nor does it make any commitment of funds or resources

7.4. MODIFICATION OF MOU: This MOU may only be modified by the written agreement of the Parties, duly signed by their authorized representatives. This MOU will be reviewed annually on or around the anniversary of its effective date, and triennially in its entirety.

7.5. DISPUTES: Any disputes relating to this MOU will, subject to any applicable law, Executive order, directive, or instruction, be resolved by consultation between the Parties or in accordance with DoDI 4000.19.

7.6. TERMINATION OF UNDERSTANDING: This MOU may be terminated in writing at will by either Party.

7.7. TRANSFERABILITY: This MOU is not transferable except with the written consent of the Parties.

7.8. ENTIRE UNDERSTANDING: It is expressly understood and agreed that this MOU embodies the entire understanding between the Parties regarding the MOU's subject matter.

7.9. EFFECTIVE DATE: This MOU takes effect beginning on the day after the last Party signs.

7.10. EXPIRATION DATE: This MOU expires on \_\_\_\_\_.

7.11. CANCELLATION OF PREVIOUS MOU: This MOU cancels and supersedes the previously signed MOU between the same parties with the subject Education Programs, File # 35-52, Agreement # FB4427-XXXXX-3552 and effective date of 14 October 2014.

Attachments:

1. Approved Degree Programs
2. Tuition and Fees Schedule
3. Institution Refund Policy
4. Minimum Criteria for On-Base Programs

APPROVED:

FOR THE USAF, TRAVIS AIR FORCE BASE

FOR SOLANO COMMUNITY COLLEGE

\_\_\_\_\_  
JEFFREY W. NELSON, Colonel, USAF  
Commander, 60th Air Mobility Wing (AMC)

\_\_\_\_\_  
CELIA ESPOSITO-NOY, ED.D.  
Superintendent-President

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

## **Attachment 1**

### **SOLANO COMMUNITY COLLEGE:**

#### **Approved Degree Programs to be offered at TAFB**

Solano Community College will offer courses required for service members CCAF degree completion each term.

Programs that may be offered include:

- Any program offered by the college, with particular focus on the following pathway:
  - General Science Associate in Arts Degree

## **Attachment 2**

### **SOLANO COMMUNITY COLLEGE**

#### **Tuition and Fees Schedule:**

**Tuition and Fees Schedule:** Current fees (subject to periodic change) as described on the Solano Community College class schedule, catalog, and website.

**Undergraduate Tuition:** Current fees (subject to periodic change) as described on the Solano Community College class schedule, catalog, and website. At the time of this MOU, the tuition fee is \$46 per unit.

**Graduate Tuition:** Solano Community College does not offer Graduate-level courses.

**Lab Fees:** Very few of the college's courses have lab fees attached. Current fees (subject to periodic change) are described on the Solano Community College class schedule, catalog, and website.

### **Attachment 3**

#### **SOLANO COMMUNITY COLLEGE**

##### **Tuition Refund Policy:**

The refund policy is subject to periodic change and is described on the Solano Community College class schedule, catalog, and website. Generally, fees are refunded if a student drops a course prior to the course's census date (one-fifth of the term).

## **Attachment 4**

### **Minimum Criteria for Selecting Institutions to Deliver High Education Programs and Services on Military Installations**

#### **To be selected, institutions must:**

1. Be chartered or licensed by a state government or the Federal Government and have State approval for the use of veterans' educational benefits for the courses to be offered.
2. Be accredited by a national or regional accrediting agency recognized by the U.S. Department of Education.
3. Conduct programs only from among those offered or authorized by the main administrative and academic office in accordance with standard procedures for authorization of degree programs by the institution.
4. Ensure main administrative and academic office approval in faculty selection, assignment, and orientation and participation in monitoring and evaluation of programs. Adjunct or part-time faculty shall possess comparable qualifications as full-time permanent faculty members.
5. Conduct on-installation courses that carry identical credit values, represent the same content and experience and use the same student evaluation procedures as courses offered through the main administrative and academic campus.
6. Maintain the same admission and graduation standards that exist for the same programs at the main administrative and academic office and include credits from courses taken off-campus in establishing academic residency to meet degree requirements.
7. Provide library and other reference and research resources, in either print or electronic format, that are appropriate and necessary to support course offerings.
8. Establish procedures to maintain regular communication between central institutional academic leadership and administrators and off-campus representatives and faculty. (Any institution's proposal must specify these procedures.)
9. Provide students with regular and accessible counseling services either electronically or in-person.
10. Charge tuition and fees that are not more than those charged to nonmilitary students.
11. Have established policies for awarding credit for military training by examinations, experiential learning and courses completed using modes of delivery other than that of instructor-delivered, on-site classroom instruction.

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

**TO: Members of the Governing Board**

**SUBJECT: LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES - CALIFORNIA STATE PRESCHOOL PROGRAM (CSPP)**

**REQUESTED ACTION:**

- Information    OR     Approval  
 Consent        OR     Non-Consent

**SUMMARY:**

This renewal agreement with the state of California, dated July 1, 2019, designated as number CSPP-9607, California State Preschool Program, Project Number 48-7055-00-9, shall be funded at a \*maximum reimbursable amount of \$524,046.00.

The contract is effective from July 1, 2019 through June 30, 2020 for 191 days of child enrollment at a daily rate not to exceed \$48.28 per child.

Copies of the full agreement are in the Office of the Superintendent/President, Office of Finance and Administration, and the Office of the Director of the Early Learning Center.

**STUDENT SUCCESS IMPACT:**

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

<i>Ed. Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact:</i>	<i>*\$524,046.00</i>
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**SUPERINTENDENT’S RECOMMENDATION:**       **APPROVAL**       **DISAPPROVAL**  
 **NOT REQUIRED**       **TABLE**

Robert V. Diamond  
Vice President, Finance & Administration

**PRESENTER’S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

**ADDRESS**

707-864-7209

**TELEPHONE NUMBER**

Robert V. Diamond, Finance & Administration

**VICE PRESIDENT APPROVAL**

September 3, 2019

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

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

September 18, 2019  
**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

## RESOLUTION

This resolution is adopted in order to certify the approval of the Governing Board to enter into this transaction with the California Department of Education for the purpose of providing child care and development services and to authorize the designated personnel to sign contract documents for Fiscal Year 2019-2020.

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### RESOLUTION

BE IT RESOLVED that the Governing Board of \_\_\_\_\_

\_\_\_\_\_ authorizes entering into local agreement number \_\_\_\_\_ and that the person/s who is/are listed below, is/are authorized to sign the transaction for the Governing Board.

NAME

TITLE

SIGNATURE

_____	_____	_____
_____	_____	_____
_____	_____	_____

PASSED AND ADOPTED THIS \_\_\_\_\_ day of \_\_\_\_\_ 2019, by the

Governing Board of \_\_\_\_\_

of \_\_\_\_\_ County, in the State of California.

I, \_\_\_\_\_, Clerk of the Governing Board of

\_\_\_\_\_, of \_\_\_\_\_, County, in the State of California, certify that the foregoing is a full, true and correct copy of a resolution adopted by the said Board at a \_\_\_\_\_ meeting thereof held at a regular public place of meeting and the resolution is on file in the office of said Board.

\_\_\_\_\_  
(Clerk's signature)

\_\_\_\_\_  
(Date)

**CCC 04/2017**

**CERTIFICATION**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

**CONTRACTOR CERTIFICATION CLAUSES**

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
  - 1) the dangers of drug abuse in the workplace;
  - 2) the person's or organization's policy of maintaining a drug-free workplace;
  - 3) any available counseling, rehabilitation and employee assistance programs; and,
  - 4) penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
  - 1) receive a copy of the company's drug-free workplace policy statement; and,
  - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

### **DOING BUSINESS WITH THE STATE OF CALIFORNIA**

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's

Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

### **CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION**

Pursuant to Public Contract Code section 2010, if a bidder or proposer executes or renews a contract in the amount of \$100,000 or more on or after January 1, 2017, the bidder or proposer hereby certifies compliance with the following:

1. **CALIFORNIA CIVIL RIGHTS LAWS:** For contracts \$100,000 or more, executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. **EMPLOYER DISCRIMINATORY POLICIES:** For contracts \$100,000 or more, executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

#### **CERTIFICATION**

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.  <i>Proposer/Bidder Firm Name (Printed)</i>	<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	
<i>Date Executed</i>	<i>Executed in the County and State of</i>



**CALIFORNIA DEPARTMENT OF EDUCATION**

1430 N Street

Sacramento, CA 95814-5901

**F.Y. 19 - 20**

**DATE:** July 01, 2019

**CONTRACT NUMBER:** CSPP-9607

**PROGRAM TYPE:** CALIFORNIA STATE  
PRESCHOOL PROGRAM

**PROJECT NUMBER:** 48-7055-00-9

**LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES**

**CONTRACTOR'S NAME:** SOLANO COMMUNITY COLLEGE DISTRICT

This Agreement is entered into between the State Agency and the Contractor named above. The Contractor agrees to comply with the CONTINUED FUNDING APPLICATION FY 19-20, the GENERAL TERMS AND CONDITIONS\* (GTC 04/2017), the STATE PRESCHOOL PROGRAM REQUIREMENTS\*, and the FUNDING TERMS AND CONDITIONS\* (FT&C), which are by this reference made a part of the Agreement. Where the GTC 04/2017 conflicts with either the Program Requirements or the FT&C, the Program Requirements or the FT&C will prevail.

Funding of this Agreement is contingent upon appropriation and availability of sufficient funds. This Agreement may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this Agreement.

The period of performance for this Agreement is July 01, 2019 through June 30, 2020. For satisfactory performance of the required services, the Contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount section of the FT&C, at a rate not to exceed \$48.28 per child day of full time enrollment and a Maximum Reimbursable Amount (MRA) of \$524,046.00.

**Service Requirements**

Minimum Child Days of Enrollment (CDE) Requirement 10,854.0

Minimum Days of Operation (MDO) Requirement 191

Any provision of this Agreement found to be in violation of Federal or State statute or regulation shall be invalid, but such a finding shall not affect the remaining provisions of this Agreement.

Items shown with an asterisk (\*) can be viewed at <https://www.cde.ca.gov/fg/aa/cd/ftc2019.asp>

<b>STATE OF CALIFORNIA</b>		<b>CONTRACTOR</b>			
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)			
PRINTED NAME OF PERSON SIGNING Jaymi Brown,		PRINTED NAME AND TITLE OF PERSON SIGNING			
TITLE Contract Manager		ADDRESS			
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 524,046	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE General		Department of General Services use only
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0	(OPTIONAL USE) 0656 23038-7055				
TOTAL AMOUNT ENCUMBERED TO DATE \$ 524,046	ITEM 30.10.010. 6100-196-0001	CHAPTER B/A	STATUTE 2019	FISCAL YEAR 2019-2020	
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.		
SIGNATURE OF ACCOUNTING OFFICER		DATE			

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

**TO: Members of the Governing Board**

**SUBJECT: LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES – GENERAL CHILD CARE & DEVELOPMENT PROGRAM (CCTR)**

**REQUESTED ACTION:**

- Information    OR     Approval  
 Consent        OR     Non-Consent

**SUMMARY:**

This renewal agreement with the state of California, dated July 1, 2019, designated as number CCTR-9283, General Child Care & Development Program, Project Number 48-7055-00-9, shall be funded at a \*maximum reimbursable amount of \$364,651.00.

The contract is effective from July 1, 2019 through June 30, 2020 for 191 days of child enrollment at a daily rate not to exceed \$47.98 per child.

Copies of the full agreement are in the Office of the Superintendent/President, Office of Finance and Administration, and the Office of the Director of the Early Learning Center.

**STUDENT SUCCESS IMPACT:**

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

<i>Ed. Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact: *\$364,651.00</i>
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**SUPERINTENDENT’S RECOMMENDATION:**       **APPROVAL**       **DISAPPROVAL**  
 **NOT REQUIRED**       **TABLE**

Robert V. Diamond  
 Vice President, Finance & Administration

**PRESENTER’S NAME**

4000 Suisun Valley Road  
 Fairfield, CA 94534

**ADDRESS**

707-864-7209

**TELEPHONE NUMBER**

Robert V. Diamond, Finance & Administration

**VICE PRESIDENT APPROVAL**

September 3, 2019

**DATE SUBMITTED TO  
 SUPERINTENDENT-PRESIDENT**

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

September 18, 2019  
**DATE APPROVED BY  
 SUPERINTENDENT-PRESIDENT**

## RESOLUTION

This resolution is adopted in order to certify the approval of the Governing Board to enter into this transaction with the California Department of Education for the purpose of providing child care and development services and to authorize the designated personnel to sign contract documents for Fiscal Year 2019-2020.

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### RESOLUTION

BE IT RESOLVED that the Governing Board of \_\_\_\_\_

\_\_\_\_\_ authorizes entering into local agreement number \_\_\_\_\_ and that the person/s who is/are listed below, is/are authorized to sign the transaction for the Governing Board.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

PASSED AND ADOPTED THIS \_\_\_\_\_ day of \_\_\_\_\_ 2019, by the  
Governing Board of \_\_\_\_\_  
of \_\_\_\_\_ County, in the State of California.

I, \_\_\_\_\_, Clerk of the Governing Board of  
\_\_\_\_\_, of \_\_\_\_\_, County, in the  
State of California, certify that the foregoing is a full, true and correct copy of a resolution  
adopted by the said Board at a \_\_\_\_\_ meeting thereof held at a  
regular public place of meeting and the resolution is on file in the office of said Board.

\_\_\_\_\_  
(Clerk's signature)

\_\_\_\_\_  
(Date)

**CCC 04/2017**

**CERTIFICATION**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

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<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

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If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

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8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

## CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION

Pursuant to Public Contract Code section 2010, if a bidder or proposer executes or renews a contract in the amount of \$100,000 or more on or after January 1, 2017, the bidder or proposer hereby certifies compliance with the following:

1. CALIFORNIA CIVIL RIGHTS LAWS: For contracts \$100,000 or more, executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. EMPLOYER DISCRIMINATORY POLICIES: For contracts \$100,000 or more, executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

### CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.  <i>Proposer/Bidder Firm Name (Printed)</i>	<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	
<i>Date Executed</i>	<i>Executed in the County and State of</i>

**CO-8 (REV. 5/07)**

## **FEDERAL CERTIFICATIONS**

### **CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 45 CFR Part 93, "New restrictions on Lobbying," and 45 CFR Part 76, "Government-wide Debarment and Suspension (Non procurement) and Government-wide requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Education determines to award the covered transaction, grant, or cooperative agreement.

#### **1. LOBBYING**

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 45 CFR Part 93, for persons entering into a grant or cooperative agreement over \$100,000 as defined at 45 CFR Part 93, Sections 93.105 and 93.110, the applicant certifies that:

(a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement:

(b) If any funds other than federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an employee of Congress, or any employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with this instruction;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

#### **2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

As required by executive Order 12549, Debarment and Suspension, and other responsibilities implemented at 45 CFR Part 76, for prospective participants in primary or a lower tier covered transactions, as defined at 45 CFR Part 76, Sections 76.105 and 76.110.

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

#### **3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 45 CFR Part 76, Subpart F, for grantees, as defined at 45 CFR Part 76, Sections 76.605 and 76.610-

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

(b) Establishing an on-going drug-free awareness program to inform employees about-

(1) The danger of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will -

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title,

to: Director, Grants, and Contracts Service, U.S. Department of Education, 400 Maryland Avenue, S.W., (Room 3124, GSA Regional Office Building No. 3), Washington, DC 20202-4571.

Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee shall insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Check [ ] if there are workplaces on file that are not identified here.

**DRUG-FREE WORKPLACE  
 (GRANTEES WHO ARE INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 45 CFR Part 76, Subpart F, for grantees, as defined at 45 CFR Part 76, Sections 76.605 and 76.610-

a. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant, and

b. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Director, Grants and contracts Service, U.S. department of Education, 400 Maryland Avenue, S.W. (Room 3124, GSA Regional Office Building No. 3) Washington, DC 20202-4571. Notice shall include the identification numbers(s) of each affected grant.

**ENVIRONMENTAL TOBACCO SMOKE ACT**

As required by the Pro-Children Act of 1994, (also known as Environmental Tobacco Smoke), and implemented at Public Law 103-277, Part C requires that:

The applicant certifies that smoking is not permitted in any portion of any indoor facility owned or leased or contracted and used routinely or regularly for the provision of health care services, day care, and education to children under the age of 18. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to \$1,000 per day. (The law does not apply to children's services provided in private residence, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for in-patient drug and alcohol treatment.)

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

NAME OF APPLICANT (CONTRACTOR)	CONTRACT #
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE	DATE



**CALIFORNIA DEPARTMENT OF EDUCATION**

1430 N Street

Sacramento, CA 95814-5901

**F.Y. 19 - 20**

**DATE:** July 01, 2019

**CONTRACT NUMBER:** CCTR-9283

**PROGRAM TYPE:** GENERAL CHILD CARE & DEV PROGRAMS

**PROJECT NUMBER:** 48-7055-00-9

**LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES**

**CONTRACTOR'S NAME:** SOLANO COMMUNITY COLLEGE DISTRICT

This Agreement is entered into between the State Agency and the Contractor named above. The Contractor agrees to comply with the terms and conditions of the CURRENT APPLICATION; the GENERAL TERMS AND CONDITIONS (GTC 04/2017)\*; the GENERAL CHILD CARE AND DEVELOPMENT PROGRAM REQUIREMENTS\*; and the FUNDING TERMS AND CONDITIONS (FT&C)\*, which are by this reference made a part of this Agreement. Where the GTC 04/2017 conflicts with either the Program Requirements or the FT&C, the Program Requirements or the FT&C will prevail.

Funding of this Agreement is contingent upon appropriation and availability of sufficient funds. This Agreement may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this Agreement.

The period of performance for this Agreement is July 01, 2019 through June 30, 2020. For satisfactory performance of the required services, the Contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount Section of the FT&C, at a rate not to exceed \$47.98 per child per day of full-time enrollment and a Maximum Reimbursable Amount (MRA) of \$364,651.00.

**SERVICE REQUIREMENTS**

Minimum Child Days of Enrollment (CDE) Requirement 7,600.0  
Minimum Days of Operation (MDO) Requirement 191

Any provision of this Agreement found to be in violation of Federal and State statute or regulation shall be invalid, but such a finding shall not affect the remaining provisions of this Agreement.

Items shown with an Asterisk (\*), are hereby incorporated by this reference and made part of this Agreement as if attached hereto. These documents can be viewed at <https://www.cde.ca.gov/fg/aa/cd/ftc2019.asp>

<b>STATE OF CALIFORNIA</b>		<b>CONTRACTOR</b>	
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)	
PRINTED NAME OF PERSON SIGNING Jaymi Brown,		PRINTED NAME AND TITLE OF PERSON SIGNING Celia Esposito-Noy, Ed.D., Superintendent-President	
TITLE Contract Manager		ADDRESS 4000 Suisun Valley Road, Fairfield, CA 94534	
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 364,651	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Department of General Services use only	
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0	(OPTIONAL USE) See Attached		
TOTAL AMOUNT ENCUMBERED TO DATE \$ 364,651	ITEM See Attached	CHAPTER	STATUTE FISCAL YEAR
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702		
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.
SIGNATURE OF ACCOUNTING OFFICER See Attached		DATE	

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

**TO:** Members of the Governing Board

**SUBJECT:** POTENTIAL ADVANCE REFUNDING OF THE MEASURE Q SERIES A AND B BONDS

**REQUESTED ACTION:**

- Information OR  Approval  
 Consent OR  Non-Consent

**SUMMARY:**

**Background:**

In June 2013, Solano Community College District issued its Election of 2012 (Measure Q) General Obligation Bonds, Series A and Series B (the “2013 Bonds”) in the aggregate amount of approximately \$120 million. Since the issuance of the 2013 bonds, municipal bond interest rates have declined significantly. As a result, roughly \$97.2 million of the 2013 Bonds are good refinancing candidates as they carry an average interest rate of 4.72%. The District can produce a significant amount of savings for local taxpayers by refinancing those 2013 Bonds.

*CONTINUED ON NEXT PAGE*

**STUDENT SUCCESS IMPACT:**

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

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

Robert V. Diamond  
 Vice President, Finance & Administration

**PRESENTER’S NAME**

4000 Suisun Valley Road  
 Fairfield, CA 94534

**ADDRESS**

(707) 864-7209

**TELEPHONE NUMBER**

Robert V. Diamond

**VICE PRESIDENT APPROVAL**

September 6, 2019

**DATE SUBMITTED TO**

**SUPERINTENDENT-PRESIDENT**

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

September 18, 2019

**DATE APPROVED BY**

**SUPERINTENDENT-PRESIDENT**

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

**TO: Members of the Governing Board**

**SUBJECT: POTENTIAL ADVANCE REFUNDING OF THE MEASURE  
Q SERIES A AND B BONDS**

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**SUMMARY:**

*CONTINUED FROM THE PREVIOUS PAGE*

**Refinancing of Prior Bonds:**

Savings would be generated for the District's taxpayers by replacing the higher interest rates (averaging 4.72%) on the 2013 Bonds with lower interest rates (currently averaging 3.15%) on the proposed new refinancing bonds ("the 2019 Refunding Bonds"). The District will receive no additional proceeds from the refinancing. All of the savings will go directly to the taxpayers. The refinancing will not extend the original bond term. All of the 2019 Refunding Bonds will be paid off by August 2047, as originally scheduled. The current estimate of potential savings for the District's taxpayers is about \$19.7 million over the life of the refinancing, net of transaction costs.

**Presentation:**

Members of the District's Bond Finance Team from Piper Jaffray, RBC Capital Markets, and Public Financial Management will present the concept to the Board and answer questions from the Board.