

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

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

EMPLOYMENT 2019-2020

Regular Assignment

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Marilou Collins	Payroll Generalist	12/02/2019

Part-Time Adjunct Assignment

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Melinda Livas	Adjunct Librarian (not to exceed 67%)	01/09/20 – 05/31/20
Courtney Webster	Adjunct Nursing Instructor (not to exceed 67%)	01/09/20 – 05/31/20
Kristen Wickert	Adjunct Horticulture Instructor (not to exceed 67%)	01/09/20 – 05/31/20

Temporary Change in Assignment

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Tracy Schneider	From English Faculty to Learning Disabilities Specialist	01/03/20 – 06/30/20

Mary Jones
Human Resources

November 08, 2019

Date Submitted

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

November 20, 2019

Date Approved

Short-term/Temporary/Substitute

<u>Name</u>	<u>Assignment</u>	<u>Fund/Grant Name</u>	<u>Effective</u>	<u>Amount</u>
Byron Berhel	Course Development – Fire	Perkins	11/21/19 – 06/30/20	\$60.69/hr.
Daphne Kuta	Box Office/House Manager	General Fund	11/21/19 – 06/30/20	\$13.50/hr.
Maily Wester	Payroll Technician	General Fund	11/21/19 – 06/30/20	\$18.10/hr.
Eric Wilson	Journey Level Assistant – Fire Academy	General Fund	01/06/20 – 06/30-20	\$25.00/hr.

GRATUITOUS SERVICE

<u>Name</u>	<u>School/Department</u>	<u>Effective</u>	<u>Assignment</u>
Aaron Kaufman	Counseling	11/21/19 – 06/30/20	Wellness Counselor

**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>
Bettina Devin	With Christine Mani’s theatre classes, will share experience and advice gained from decades of working as professional actor/singer and acting/vocal coach. Will visit for 1.5 hours on mutually agreed upon date.	November 21, 2019 – December 6, 2019	Not to exceed \$75.00
Starting Point Retreats Coaching	Taste of Life as an Interpreter: a five-hour interactive workshop for prospective interpreters for the deaf led by Catherine Davary. Open to 20 students who have completed ASL 3/4 coursework and are considering a career in ASL interpreting.	November 16, 2019 – November 16, 2019	Not to exceed \$2,200.00

Robert V. Diamond

Vice President, Finance & Administration

November 8, 2019

Date Submitted

Celia Esposito-Noy, Ed.D.

Superintendent-President

November 20, 2019

Date Approved

**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:

10/1/2019	Vendor Payments	11096487-11096500	\$9,275.34
10/1/2019	Vendor Payments	11096501-11096505	\$1,549,019.32
10/8/2019	Vendor Payments	11096506-11096514	\$48,924.75
10/8/2019	Vendor Payments	11096515-11096594	\$298,285.33
10/16/2019	Vendor Payments	11096595-11096597	\$18,479.00
10/16/2019	Vendor Payments	11096598-11096603	\$130,059.91
10/16/2019	Vendor Payments	11096604-11096715	\$137,902.29

CONTINUED ON NEXT PAGE:

STUDENT SUCCESS IMPACT:

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

<i>Ed. Code: 70902 & 81656</i>	<i>Board Policy: 3240</i>	<i>Estimated Fiscal Impact: \$2,801,678.66</i>
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SUPERINTENDENT'S RECOMMENDATION: **APPROVAL** **DISAPPROVAL**
 NOT REQUIRED **TABLE**

Robert V. Diamond
Vice President, Finance and Administration

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7209

TELEPHONE NUMBER

Robert V. Diamond, Finance and Administration

VICE PRESIDENT APPROVAL

November 8, 2019

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

November 20, 2019

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: **Members of the Governing Board**

SUBJECT: **WARRANTS**

REQUESTED ACTION:

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

SUMMARY:

CONTINUED FROM PREVIOUS PAGE:

10/23/2019	Vendor Payments	11096716-11096724	\$105,308.74
10/24/2019	Vendor Payments	11096725-11096899	\$47,764.20
10/24/2019	Vendor Payments	11096900-11096912	\$114,440.10
10/24/2019	Vendor Payments	11096913-11097029	\$360,054.78
10/25/2019	Vendor Payments	11097030-11097082	\$137,110.75
10/29/2019	Vendor Payments	11097083-11097088	\$39,242.12
10/29/2019	Vendor Payments	11097089-11097090	\$9,419.52
10/29/2019	Vendor Payments	11097091-11097148	<u>\$158,834.26</u>
TOTAL:			<u>\$3,164,120.41</u>

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

TO: Members of the Governing Board

**SUBJECT: NEW CONFIDENTIAL POSITION DESCRIPTION,
BENEFITS AND PAYROLL GENERALIST**

REQUESTED ACTION:

Information OR Approval
 Consent OR Non-Consent

SUMMARY:

The following job description is presented for Governing Board approval. The attached job description establishes a new Benefits and Payroll Generalist position. The Benefits and Payroll Generalist is a hybrid position, performing duties in employee benefits and payroll. This position will be placed at Range 30 of the Confidential Salary Schedule.

STUDENT SUCCESS IMPACT:

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

<i>Ed. Code: 88009</i>	<i>Board Policy: 4010, 4720</i>	<i>Estimated Fiscal Impact: \$49,253 and Health and Welfare Benefits</i>
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SUPERINTENDENT'S RECOMMENDATION:

APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Mary Jones
Human Resources

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7263

TELEPHONE NUMBER

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

VICE PRESIDENT APPROVAL

November 12, 2019

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

November 20, 2019
**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

Employee Benefits and Payroll Generalist (Confidential)

Job Description

This is a hybrid position, performing duties in Employee Benefits and Payroll.

Incumbents perform a wide variety of responsible and complex administrative/technical functions in the development, implementation, and maintenance of District employee benefit programs. Employees in this classification receive limited supervision from the Vice President or his/her designee within a framework of standard policies and procedures. This position supports management's collective bargaining with supporting calculations and analysis. This job class requires the use of independent judgment and initiative to successfully maintain and carry out the daily operation of the District's employee insurance benefit program.

This position also performs payroll tasks that are typically performed by a Payroll Generalist.

Responsibilities:

Employee Benefits

Perform a broad range of complex employee benefits functions and activities. May be assigned to perform one or more specialty areas within the employee benefits functions including, but not limited to:

- Processes administrative details pertaining to District's employee benefit plans
- Acts as information source for management, staff, and employees pertaining to a variety of insurance plans including health, dental, life, disability, as well as tax-sheltered annuity and deferred compensation plans
- Compiles and analyzes cost and usage statistics for the District's self-insurance plans
- Aids district employees in processing forms and contacting insurance companies to assure proper benefits are received
- Maintains district's master file for all employee insurance contracts
- Processes monthly insurance invoice, checking to ascertain proper employee contributions and corrects payments
- Independently composes letters, memoranda, reports, and summaries pertaining to the employee benefit programs
- Develops and implements necessary procedures to maintain efficient records and ensure smooth flow of information between the Payroll Department, insurance carriers and employees
- Maintains and distributes informational brochures, forms and new employee packets
- Participates in the development and distribution of bid materials and information for the District insurance programs
- Researches topics, prepares analytical reports, and makes presentations to employee groups
- Works with the Payroll and HR departments in developing and implementing employee leave records
- Performs related duties as required.

Payroll

Performs any of the duties of a Payroll Generalist, including:

- Perform any duties of a Payroll Assistant
- Process monthly payroll for regular employees
- Evaluate and report PERS and/or STRS contributions and corrections
- Process employee benefit payments
- Process and submit forms 1095, W-2, and 941 and other federal forms
- Process and submit forms DE-9, DE-9423, and other state forms
- Assist the Payroll Supervisor with year-end processes
- Analyze and apply complex payroll laws
- Demonstrate high levels of productivity
- Resolve transactional issues and complex technical problems
- Analyze procedures and policies and make recommendations for improvements
- Assist the Payroll Assistants and Supervisor with other payroll tasks
- Communicate effectively verbally and in writing
- Demonstrate strong customer service skills and exhibit professional behavior
- Other duties as assigned

QUALIFICATIONS: The following generally describes the knowledge and ability required to enter the job and/or be learned within a short period of time in order to successfully perform the assigned duties. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Education and Experience Guidelines: Any combination of education, experience and training that provides the required knowledge and abilities is qualifying. Typical ways to obtain the knowledge and abilities would be:

- An AA degree from an accredited institution and 12 semester units in business, accounting, human resources, payroll, or benefits AND two years benefits, payroll, or human resources experience. Additional related experience may be substituted for education, with one year of experience counting as 30 semester units. Additional education may be substituted for the experience requirement, with 30 semester units counting as one year of experience, OR
- A bachelor's degree with emphasis in accounting, human resources, management, or a related field AND one year of experience in accounting, human resources, or employee benefits.
- Two years at Solano Community College in a position related to Human Resources, Payroll, or Employee benefits, OR
- An earned certification as either (1) SHRM Senior Certified Professional, (2) HRCI Senior Professional in Human Resources, (3) Certified Employee Benefits Specialist, or (4) Certified Payroll Professional
- Any combination of education or work experience that will meet the professional requirements.

KNOWLEDGE OF:

- Methods, practices, terminology and procedures used in working with various employee groups of the College.
- District organization, operations, policies and objectives.
- Recordkeeping and reporting requirements related to public personnel administration.
- Communicate tactfully in both oral and written forms, exercising patience, courtesy and etiquette.
- Establish and maintain collaborative work relationships with those contacted in the performance of required duties.
- Computer software (word processing, spreadsheet, database)
- Perform a variety of clerical duties related to the day-to-day functioning of the department.
- Interpret, apply and explain rules, regulations, policies and procedures.
- Analyze complex problems, evaluate alternatives and recommend effective courses of action.
- Have excellent organization skills, balancing multiple projects simultaneously while meeting established timelines despite numerous interruptions.
- Operate office technology at a high skill level.
- Prepare clear and concise reports by gathering and organizing data from a variety of sources, correspondence and other written materials.
- Work confidentially with discretion.
- Make arithmetic calculations quickly and accurately.
- Demonstrate sensitivity to and understanding of the diverse academic, socioeconomic, cultural, disability, and ethnic backgrounds of community college students and the population served.

LANGUAGE SKILLS:

- Ability to read, interpret, apply, and explain District Policies, and Procedures, as well as and regulations.
- Ability to analyze situations carefully and adopt effective courses of action.
- Ability to communicate clearly and concisely, both orally and in writing.
- Ability to compile information and compose reports, correspondence, and procedure manuals using correct English, grammar, spelling, punctuation, and vocabulary.
- Ability to review, edit, and proofread written documents for completeness and accuracy.

MATHEMATICAL SKILLS:

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

REASONING ABILITY:

- Possess ability to solve practical problems and deal with a variety of situations.
- Demonstrate ability to interpret instructions from a written, oral, diagram, or schedule format.

OTHER SKILLS AND ABILITIES:

- Demonstrate sensitivity to relate to persons with diverse, socioeconomic, cultural, and ethnic backgrounds, including persons with disabilities.
- Work independently, with speed and accuracy, on a variety of complex projects and detailed tasks.

- Implement good judgment in recognizing the scope of authority.
- Establish and maintain cooperative and effective working relationships with others using tact, patience, and courtesy.
- Perform advanced-level word processing and spreadsheet functions using Word, PowerPoint, and Excel, and maintains data base documents.
- Prepare and analyzes data such as charts and graphs.

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

TO: Members of the Governing Board

SUBJECT: RENEWAL OF EVISIONS, INC. SERVICE CONTRACT

REQUESTED ACTION:

Information OR Approval
 Consent OR Non-Consent

SUMMARY:

District staff are proposing to renew our multi-year agreement with Evisions for several important technologies, including:

- **Argos** is the primary data report writing tool for the District. It is the tool that extracts data from Banner and presents it a coherent and measurable manner. It is the basis for data collection and reporting in the District and for State and Federal reports.
- **FormFusion** creates templates for printing of forms such as W2s, 1098s, etc. It includes image integration. The District has developed several templates that are used weekly.
- **IntelliCheck Accounts Payable** and **IntelliCheck Payroll** are fully integrated into Banner and are used primarily by fiscal services for Direct Deposit, E-Mail, and Positive Pay

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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: Information Reporting and Administrative Functions

<i>Ed. Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact: \$210,073</i>
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SUPERINTENDENT’S RECOMMENDATION: **APPROVAL** **DISAPPROVAL**
 NOT REQUIRED **TABLE**

Robert V. Diamond
 Vice President, Finance and 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

November 7, 2019

**DATE SUBMITTED TO
 SUPERINTENDENT-PRESIDENT**

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

November 20, 2019

**DATE APPROVED BY
 SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board
SUBJECT: RENEWAL OF EVISIONS, INC. SERVICE CONTRACT

REQUESTED ACTION:

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

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

These services are provided as a package by Evisions. For all services other than Argos, there is no viable alternative product. Multi-year pricing for these products are as follows:

	2019-20	2020-21	2021-22	2022-23	2023-24	Total
Argos	\$14,601	\$17,236	\$19,871	\$22,506	\$25,141	\$99,355
FormFusion	9,100	10,742	12,385	14,027	15,669	61,923
IntelliCheck Accounts Payable	3,915	4,621	5,328	6,034	6,741	26,639
InterlliCheck Payroll	3,256	3,844	4,431	5,019	5,606	22,156
	<u>\$30,872</u>	<u>\$36,443</u>	<u>\$42,015</u>	<u>\$47,586</u>	<u>\$53,157</u>	<u>\$210,073</u>

Restatement of Support Obligations

Software Support Services. Software support is provided via Licensor's web-based help desk system. Licensor's help desk is monitored during normal business hours. Support includes remote troubleshooting of installation issues, instruction for the use and operation of the Licensed Software by way of online user manuals, white papers, case studies, release guides, on-line tutorials, and unlimited access to web-based group training sessions. Client will also have access to Licensor's web-based Knowledge Base for answers to common problems that may arise. Licensor and Client may mutually agree upon the provision of customer professional services to be provided for an additional fee. To obtain software support, Client shall submit a help desk request through Licensor's website, with verifiable and reproducible evidence of problem, questions, or requests for assistance. Upon receipt of a help desk request, Licensor shall respond based on the priority status Client notes on the request in accordance with the following status definitions:

- i) **Urgent** – Production Down. Reserved for highest severity issues when the production environment is down. Licensor will respond within one (1) hour from the time the request is received (during business hours or within one (1) hour of opening if the request is not received during business hours).
- ii) **High** – Production Critical. Reserved for issues in which the production environment is significantly impaired, but not actually down. Licensor will respond the same day the request is received (if the request is received by 4:00 pm Pacific Time of any day the help desk is open or, if received later, the next business day).
- iii) **Medium** – Time Sensitive. Licensor will respond within 24 hours of the time the request is received, excluding in the computation of such 24 hours any days outside of normal business hours. (For example, if such a request is received at 1:00 pm on a Friday, Licensor will respond by 1:00 pm on the following Monday, if such Monday is within normal business hours.)
- iv) **Low** – Non Essential Timeline. Licensor will respond within 48 hours of the time the request is received, excluding in the computation of such 48 hours any days during which the help desk is not open. (For example, if such a request is received at 1:00 pm on a Friday, Licensor will respond by 1:00 pm on the following Tuesday, if neither such Tuesday nor the preceding Monday is outside of normal business hours.)

Product-Specific Support. In addition to the maintenance and support services described above, Client shall have the additional product-specific services listed below for products owned by Client after signing the applicable contract(s) and paying to Licensor the applicable fee:

- i) **IntelleCheck** support includes: Initial installation troubleshooting assistance, ongoing updates and software maintenance, assistance with original check template layout and setup (changes to electronic signature, additions and/or modifications to bank codes/accounts, new institution logos, etc.), troubleshooting software problems as needed. Maximum of 10 hours annual help desk support per Licensed Product. (Accounts Payable and Payroll software are supported separately, therefore a Client using both applications shall be entitled to 10 hours of help desk support annually for each). Changes to the original check template layout or data fields on the template may require a custom quote for these types of projects. Banner upgrades require 30 day advance notice to Licensor.
- ii) **FormFusion** support includes: Initial installation troubleshooting assistance, ongoing updates and software maintenance, troubleshooting software problems as needed. Maximum of 10 hours annual help desk support. Unlimited access for download of Licensor standard templates (including annual tax forms) on the website, unless purchased license is restricted to set number of processes. Assistance with custom template design/creation available by specific quote.
- iii) **Argos** support includes: Initial installation troubleshooting assistance, ongoing updates and software maintenance, troubleshooting software problems as needed. Maximum of 20 hours annual help desk support. Unlimited access to Licensor Co-Op for shared DataBlocks. Professional services available by specific quote.
- iv) **Solutions** support includes: Post-implementation troubleshooting assistance, ongoing updates and software maintenance, troubleshooting software problems as needed. Maximum of 20 hours annual support. Professional services available by specific quote.

Additional Support. The maintenance and support services set forth above are the only support services that Licensor shall be obligated to provide to Client under this Agreement. Any other support services Client wishes to receive with respect to the licensed software, including, but not limited to, out-of-scope work or maintenance work outside of regular hours, shall be provided pursuant to a separate agreement between Licensor and Client, including by an Order Form or Statement of Work for additional Services signed by both parties under this Agreement at the then current labor rates of Licensor.

ORDER FORM
COVERED SOFTWARE and PRICING

	ANNUAL SUBSCRIPTION FEE*
<input checked="" type="checkbox"/> Argos Annual Subscription-Includes: Argos Enterprise, Scheduling & Delivery, Free Form SQL, OLAP, API, Interactive Charts, DataBlock Connector, Cloud Connector, Salesforce Connector, Clustering (Up to 3 Nodes) Subscription Period: 07/01/2019 – 06/30/2020 Subscription Period: 07/01/2020 – 06/30/2021 Subscription Period: 07/01/2021 – 06/30/2022 Subscription Period: 07/01/2022 – 06/30/2023 Subscription Period: 07/01/2021 – 06/30/2024	\$ 14,601 \$ 17,236 \$ 19,871 \$ 22,506 \$ 25,141
<input checked="" type="checkbox"/> FormFusion Annual Subscription- Includes: FormFusion Enterprise, PL/SQL Script Director, Imaging Integration, E-Mail with Encryption Subscription Period: 07/01/2019 – 06/30/2020 Subscription Period: 07/01/2020 – 06/30/2021 Subscription Period: 07/01/2021 – 06/30/2022 Subscription Period: 07/01/2022 – 06/30/2023 Subscription Period: 07/01/2021 – 06/30/2024	\$ 9,100 \$ 10,742 \$ 12,385 \$ 14,027 \$ 15,669
<input checked="" type="checkbox"/> IntelleCheck Accounts Payable Includes: Direct Deposit, E-Mail, Positive Pay Subscription Period: 07/01/2019 – 06/30/2020 Subscription Period: 07/01/2020 – 06/30/2021 Subscription Period: 07/01/2021 – 06/30/2022 Subscription Period: 07/01/2022 – 06/30/2023 Subscription Period: 07/01/2021 – 06/30/2024	\$ 3,915 \$ 4,621 \$ 5,328 \$ 6,034 \$ 6,741
<input checked="" type="checkbox"/> IntelleCheck Payroll Includes: Direct Deposit, E-Mail, Positive Pay Subscription Period: 07/01/2019 – 06/30/2020 Subscription Period: 07/01/2020 – 06/30/2021 Subscription Period: 07/01/2021 – 06/30/2022 Subscription Period: 07/01/2022 – 06/30/2023 Subscription Period: 07/01/2021 – 06/30/2024	\$ 3,256 \$ 3,844 \$ 4,431 \$ 5,019 \$ 5,606
*Fee to be increased annually as provided for in Section 2 above	

Contractor the entire value of the remaining fees for the then current term as defined herein, and all outstanding fees in accordance with this Addendum, within 45 days of the date of termination.

2. **Pricing.** As of the Effective Date, the parties hereto agree that Section or 4(a) of the Maintenance Agreement is deleted and replaced in its entirety with, and superseded by, this Section 2 of this Addendum, as follows:

(a) **“Software/Maintenance/Support Fee.** Contractor shall during the Term for each Covered Software provide software maintenance and support with respect to such Covered Software upon and subject to the terms and conditions set forth in this Agreement in consideration for the annual fees set forth in *Exhibit A* hereto (as the same may hereafter be amended by mutual written agreement of Contractor and Client). Contractor shall invoice Client annually for payments due during the Term and for any subsequent extensions of this Agreement. Each subsequent invoice, and any renewal hereunder, shall be pursuant to the terms and conditions of this Agreement. For the first five years of the Agreement, the annual subscription fee will be equal to the amounts shown on the included Order Form. After year five, and until this Agreement is terminated in accordance herewith, the fees for each Covered Software will increase by four percent (4%) on the anniversary of each Term, unless otherwise agreed to in writing. For greater certainty, the fees for each one year period after year five shall be equal to the fees for the immediately preceding year plus four percent (4%).

3. **Term, Termination.** Notwithstanding Section 3 of the Maintenance Agreement, (i) the Term shall renew for a five (5) year period upon expiration of the current Term in effect as of the Effective Date, and (ii) the Term shall automatically renew for successive one (1) year periods thereafter unless a party to the Maintenance Agreement notifies the other party at least sixty (60) calendar days prior to the expiration of the Term (or renewal Term, as the case may be) that the Term shall not be renewed.

4. **Obsolete Versions.** Notwithstanding any contrary provision of the Agreement, Contractor shall have no maintenance or support obligations in respect of any Obsolete Version of the Covered Software, where “**Obsolete Version**” means any version of the Covered Software no longer supported by Contractor, in its sole discretion.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be duly executed by their authorized representatives below and, notwithstanding the signature dates below, intend it to be effective as of the Effective Date.

EVISIONS, INC.	SOLANO COMMUNITY COLLEGE DISTRICT
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date :

Addendum to Evisions, Inc. Software License Agreement and Software Maintenance and Support Agreement

This Addendum (this “**Addendum**”), by this reference, is incorporated into, forms a part of, and is governed by, that certain Evisions Software Maintenance and Support Agreement, dated 11/19/2013 (as may be amended, the “**Maintenance Agreement**”) and that certain Evisions, Inc. Software License Agreement, dated 05/01/2006 and 11/19/2013 (as may be amended, the “**Software License Agreement**”), and together with the Maintenance Agreement, (the “**Agreement**”), by and between the undersigned client (“**Client**”) and Evisions, Inc., a Nevada corporation (“**Contractor**”). This Addendum is effective as of 07/01/2019 (the “**Effective Date**”). All capitalized words not defined herein shall have the meaning assigned to them in the Maintenance Agreement.

WHEREAS, Contractor licenses certain licensed software to Client pursuant to the terms of the Software License Agreement and provides ongoing access to program updates for certain Covered Software pursuant to the terms and conditions of the Maintenance Agreement;

WHEREAS, except as provided in the Maintenance Agreement as amended hereby, the Term will automatically renew for a five (5) year period upon expiration of the current Term, upon which Client will have continued access to certain program updates for the Covered Software and other support services in accordance with the terms and conditions thereunder; and

WHEREAS, Client and Contractor desire to enter into this Addendum to provide additional terms and conditions to, and to amend, the Agreement as set out below.

NOW THEREFORE, in consideration of the mutual promise and covenants set forth in this Addendum, and intending to be legally bound, the parties hereto agree as follows:

1. Effect on Termination. Upon expiration or termination of the Maintenance Agreement for any reason in accordance with the terms and conditions therein, (a) Client’s access to program updates for the Covered Software will cease, (b) Contractor will have no further obligation to provide any updates for any Covered Software or any maintenance or support services therefor, (c) Client’s access and license to all Covered Software will revert to the version of the applicable Covered Software existing on the Effective Date or such later version determined by Contractor at the time of expiration or termination of the Maintenance Agreement (each, a “**Fallback Version**”), (d) the “**Licensed Products**” as defined under the Software License Agreement will be deemed to mean solely each applicable Fallback Version and notwithstanding any contrary provision of the Agreement, Client shall have no rights to any updates, version upgrades, corrections, enhancements or bug fixes to the Fallback Version, (e) except as expressly modified hereby, Client’s license to access and use each such Fallback Version of Covered Software will continue to be governed in accordance with the applicable Software License Agreement, and (f) Contractor shall have no obligations in respect of Client’s transition to, and installation and use of, any Fallback Version, and if any customer support, technical support or other Contractor services are provided by Contractor to Client in connection with Client’s transition to or use of the Fallback Version of any Covered Software, including, but not limited to, any services provided by Contractor to resolve compatibility issues, such services will be performed by Contractor in its sole discretion and charged to Client at then current hourly rates. All charges hereunder shall be invoiced by Contractor and paid by Client in accordance with Section 4(d) of the Maintenance Agreement. This Section 1 of this Addendum shall survive any termination of the Agreement.

There shall be no termination for convenience allowed for under this Addendum. Should Client elect to discontinue use of the licensed products prior to the end of the then current term, Client shall pay to

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: MEMORANDUM OF UNDERSTANDING AND FACILITY
LICENSE AGREEMENT WITH FAIRFIELD-SUISUN
UNIFIED SCHOOL DISTRICT FOR EARLY COLLEGE
HIGH SCHOOL AND USE OF BUILDING 300

REQUESTED ACTION:

Information OR Approval
 Consent OR Non-Consent

SUMMARY:

District staff are proposing a five-year renewal of our agreement with the Fairfield-Suisun Unified School District (FSUSD) for the Early College High School (ECHS) and use of Building 300. FSUSD will pay the District \$3,500 per month for use of Building 300. Staff is requesting approval of the Memorandum of Understanding with FSUSD for the ECHS program and the licensing agreement for use of Building 300.

STUDENT SUCCESS IMPACT:

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

Ed. Code: Board Policy: Estimated Fiscal Impact:

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Robert V. Diamond
Vice President, Finance and 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

November 7, 2019

DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT

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

November 20, 2019

DATE APPROVED BY
SUPERINTENDENT-PRESIDENT

**MEMORANDUM OF UNDERSTANDING
BETWEEN
SOLANO COMMUNITY COLLEGE
AND FAIRFIELD-SUISUN UNIFIED SCHOOL DISTRICT
CONCERNING
CONTINUING AN EARLY COLLEGE HIGH
SCHOOL AT
SOLANO COMMUNITY COLLEGE**

This Memorandum of Understanding (MOU) is made between Solano Community College District ("SCCD") and Fairfield-Suisun Unified School District ("FSUSD"). Solano Community College District and Fairfield-Suisun Unified School District mutually agree to the following:

WHEREAS, Early College High Schools are small high schools located on college campuses for students who are prepared for student in an environment which promotes learning, and which provides curricula that allows students to complete high school and earn college credit;

and

WHEREAS, Early College High Schools prepare high school students for successful educational futures through a full integration of high school, college, and careers. Additionally, the program goal is to improve academic performance and self-concept, and increase high school and college/university completion rates;

WHEREAS, the parties wish to continue the Early College High School program that was established in 2016;

NOW THEREFORE, the parties to this Memorandum of Understanding mutually pledge their commitment to work together through a collaborative partnership to continue operation of an ECHS on the premises of SCCD's Fairfield Center campus located at 4000 Suisun Valley Road, Fairfield, California, as follows:

1. **GOVERNANCE STRUCTURE:** Structures and processes will be designed to ensure district, state, and federal policies and requirements are followed; day-to-day ECHS management, decision-making authority, and staff responsibilities will be clearly delineated; and that the ECHS will be fully integrated into the college structure. This will include processes to address student behavior.
2. **PLANNING AND IMPLEMENTATION:** The faculty of FSUSD and SCCD will be active participants in the planning, implementing, and assessing the ECHS program.

3. **PROGRAM DESCRIPTION:** The Fairfield-Suisun Early College High School program will be designed to prepare students for college success by providing them rigorous coursework and college classes beginning in the ninth grade. Qualifying students will take high school and degree-applicable college courses at Solano Community College. Some high school courses may be offered at the high school campus.

The anticipated student outcomes include the following:

- To create a bridge between high school, community college and university
- To prepare students to earn a diploma from a fully-accredited college preparatory program
- To provide students with the opportunity to earn a community college degree (AA) or up to 60 transferable college credits during four years of high school enrollment
- To prepare and support students for success in college courses

4. **PROVISION OF HIGH SCHOOL AND COLLEGE-LEVEL COURSES:** In collaboration with SCCD, FSUSD will develop learning outcomes, a college-readiness curriculum, and assessments that will provide a supportive, yet rigorous, academic program that integrates motivational techniques and learning behaviors with innovative teaching that emphasizes academic skill building and career development.
5. **PROGRAM PLAN:** FSUSD and SCCD will develop a program plan whereby the students will have the opportunity to complete an AA/ATT degree and/or Certificate, in addition to a high school diploma by the end of the student's twelfth grade year of high school. The plan will include taking one or two college courses each year during grades nine and ten, subsequently taking three to four college courses during grades eleven and twelve.
6. **FACULTY AND STAFF:** High school courses will be taught by FSUSD teachers and college courses will be taught by SCCD teachers. FSUSD and SCCD will develop a scheduling plan. FSUSD and SCCD will work collaboratively to create and implement a professional development plan based on the identified needs.

7. **FACILITIES:** Joint planning will occur to ensure that classroom and office facilities, including available instructional and non-instructional resources, will be available on the college campus. SCCD will license selected rooms to FSUSD for the operation of high school classes. The space to be leased will be determined annually between SCCD and FSUSD. As consideration for this license, FSUSD will pay SCCD \$3,500 per month. SCCD will be responsible for utilities, maintenance, and all other building costs. A separate license agreement is incorporated herein by reference. SCCF will provide FSUSD's employees with parking permits and room keys.
8. **ENROLLMENT IN COLLEGE COURSES:** High School student schedules, and FSUSD and SCCD calendars, will be aligned to allow students to enroll in college-level courses. Processes will be developed for the High School students to participate in the matriculation, enrollment, drop/add, and withdrawal processes prescribed by the SCCD.
9. **COMPREHENSIVE STUDENT SUPPORT:** The parties will work collaboratively to plan flexible and innovative structures that provide orientation, as well as academic, personal, and social support to High School students.
10. **FINANCES:** FSUSD and SCCD will work collaboratively on the development of a fiscal plan to determine and address the costs of operating the ECHS program, and to delineate in a written agreement the financial obligations of the respective parties as well as any associated costs that will be borne by High School Students and their parents. Such an agreement will include arrangements regarding fees, high school and college textbooks, and supplemental materials.
11. **Title 5:** FSUSD and SCCD will work collaboratively to ensure all college courses are open to the general public as required by Education Code 76002 and Senate Bill 338.
12. **INDEMNIFICATION:** To the extent authorized by law, in consideration of the performance by both parties of this MOU, each party does hereby agree to protect, indemnify, defend, and hold harmless all agents, from and against any and all claims, actions, demands, proceedings, liabilities, damages, judgments, fines, penalties, settlements, costs and charges, including, without limitation, attorneys' fees and expenses, arising directly or indirectly from or in connection with (a) any breach of the Agreement (b) any actual or alleged negligent act, negligent error or omission, intentional misconduct of, or violation of any law by SCCD or FSUSD and its' employees, subcontractors, agents, representatives or assigns (collectively, "SCCD or FSUSD Agents") in the performance or non-performance of the professional services required to be performed by SCCD and FSUSD under the Agreement; or (c) the District's enforcement of its rights under this indemnity provision.

13. **TERM AND RENEWAL:** At the execution of an Implementation MOU, the terms will be effective through June 30, 2024. By June 30th of each year thereafter, the parties will annually review the 5-year agreement.
14. **TERMINATION OF AGREEMENT:** This MOU may be amended by mutual written agreement of both parties. SCCD and FSUSD reserve the right to terminate this MOU Upon service of 90-day written notice to the other party. In this event, the date of termination will be the day after the end of the semester during which the 90 calendar day period expires. If mutually agreed to by SCCD and FSUSD, the MOU can be terminated immediately.

IN WITNESS THEREOF, the parties have duly approved this Memorandum of Understanding, executed on this _____ date of, _____.

SOLANOI COMMUNITY COLLEGE

By: _____
Celia Esposito-Noy Date

FAIRFILED-SUISUN UNIFIED SCHOOL DISTRICT

By: _____
Kris Corey Date

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

TO: Members of the Governing Board

SUBJECT: CONTRACT AMENDMENT #2 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 Standards Revisions Project. On September 18, 2019, the Board approved Amendment #1 for additional scope required to update the Fairfield Campus wayfinding and general map. Board approval is requested for Amendment #2 to Kate Keating & Associates, Inc. for additional scope required to complete additional updates for the Fairfield Campus wayfinding and general maps and to provide on-call services to be used on an as-needed basis for ongoing changes related to campus maps, adjustments to Standards and wayfinding consultation.

CONTINUED ON THE NEXT PAGE

STUDENT SUCCESS IMPACT:

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

<i>Ed. Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact: \$10,000 Measure Q Funds</i>
SUPERINTENDENT’S RECOMMENDATION:	<input checked="" type="checkbox"/> APPROVAL	<input type="checkbox"/> DISAPPROVAL
	<input type="checkbox"/> NOT REQUIRED	<input type="checkbox"/> TABLE
Lucky Lofton Executive Bonds Manager		
PRESENTER’S NAME		
4000 Suisun Valley Road Fairfield, CA 94534		
ADDRESS	Celia Esposito-Noy, Ed.D. Superintendent-President	
(707) 863-7855		
TELEPHONE NUMBER		
Robert V. Diamond Vice President, Finance & Administration		November 20, 2019
VICE PRESIDENT APPROVAL		DATE APPROVED BY
November 6, 2019		SUPERINTENDENT-PRESIDENT
DATE SUBMITTED TO		
SUPERINTENDENT-PRESIDENT		

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AMENDMENT #2 TO KATE KEATING &
ASSOCIATES, INC. FOR GRAPHIC DESIGN SERVICES
FOR WAYFINDING PROJECT**

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 Previously Approved Amendment #1
\$10,000.00 Proposed Amendment #2
\$16,170.00 New Contract Amount, including Amendment #2

The Board is asked to approve this contract Amendment #2 to Kate Keating & Associates, Inc. in the amount of \$10,000. Kate Keating's new contract amount will be \$16,170.00.

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 SECOND 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 2 of the Agreement is amended to read in its entirety:
"Term. Consultant shall commence providing services under this Agreement on May 1, 2019 and will diligently perform as required and complete performance by July 31, 2020, unless this Agreement is terminated and/or otherwise cancelled prior to that time."
2. 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 Sixteen Thousand One Hundred Seventy Dollars (\$16,170), which includes the original contract amount of \$4,170, Amendment 1 amount of \$2,000, and Amendment 2 amount not to exceed \$10,000."
3. **Exhibit "A"** of the Agreement is amended to include in its entirety:
"Task 4: Provide design services on an as-needed basis including, but not limited to:
 - Campus map edits to reflect ongoing changes and construction
 - Construction administration services
 - Adjustments to designs and Standards
 - Wayfinding consultation
 - Sign location plans"
4. Except as set forth in this Amendment, all provisions of the Agreement and any previous extension(s) and/or amendment(s) thereto shall remain unchanged, in full force and effect, and are reaffirmed. This Amendment shall control over any inconsistencies between it and the Agreement and/or any previous extension(s) and/or amendment(s).
5. Consultant acknowledges and agrees that this Amendment shall not be binding on the Parties until and unless the Solano Community College District's Governing Board approves this Amendment.

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

Dated: _____, 2019

Dated: _____, 2019

SOLANO COMMUNITY COLLEGE DISTRICT

KATE KEATING & ASSOCIATES, INC.

Second Amendment of Agreement

By: _____

Print Name: Lucky Lofton

Print Title: Executive Bonds Manager

By: _____

Print Name: _____

Print Title: _____

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

TO: Members of the Governing Board
SUBJECT: MEASURE Q BOND SPENDING PLAN UPDATE #18

REQUESTED ACTION:

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

SUMMARY:

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

CONTINUED ON THE NEXT PAGE

STUDENT SUCCESS IMPACT:

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

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

Lucky Lofton
Executive Bonds Manager
PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534
ADDRESS

(707) 863-7855
TELEPHONE NUMBER

Robert V. Diamond
Vice President, Finance & Administration
VICE PRESIDENT APPROVAL

November 8, 2019
**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

November 20, 2019
**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

SUBJECT: MEASURE Q BOND SPENDING PLAN UPDATE #18

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

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

Update #18 of the BSP includes adjustments for the following:

- **Net Interest Earned:** Post \$523,433 additional net interest earned from January 1, 2019 to June 30, 2019 to Program Reserve.
- **Biotechnology & Science Building:** Savings of \$67,769 are being returned to Program Reserve.
- **Small Capital Projects:** Increase budget by \$2,000,000 from Program Reserve to accommodate for upcoming Small Capital Projects.

Adjustment	Amount	From	To
1	\$523,433	Add Net Interest Earned to 6/30/19	Program Reserve
2	\$67,769	Biotechnology & Science Building	Program Reserve
3	\$2,000,000	Program Reserve	Small Capital Project

The Board is asked to approve the proposed revisions as described above and indicated in the Bond Spending Plan Update #18 attached.



BOND SPENDING PLAN

PROJECT NAME	UPDATE 17		UPDATE 18	UPDATE 18
	08/20/14 BOT APPROVED	5/1/19 PROPOSED BSP	11/20/19 PROPOSED REVISION	11/20/19 PROPOSED BSP
FF CAMPUS	\$ 87,800,000	\$ 92,329,718		\$ 92,329,718
Performing Arts Building (Phase 1 B1200 Renov)	\$ 6,200,000	\$ 6,229,718		\$ 6,229,718
Science Building (Phase I)	\$ 33,100,000	\$ 35,100,000		\$ 35,100,000
Agriculture (Horticulture)	\$ 2,000,000	\$ 2,000,000		\$ 2,000,000
Library/Learning Resource Center	\$ 21,800,000	\$ 24,300,000		\$ 24,300,000
Science & Math Building (Phase 2)	\$ 8,000,000	\$ 8,000,000		\$ 8,000,000
Performing Arts Building (Phase 2)	\$ 13,700,000	\$ 13,700,000		\$ 13,700,000
Career Technology Building (CTE)	\$ 3,000,000	\$ 3,000,000		\$ 3,000,000
VV CAMPUS	\$ 80,200,000	\$ 80,483,741		\$ 80,415,972
VV Classroom Building Purchase & Renovation	\$ 8,200,000	\$ 8,200,000		\$ 8,200,000
Biotechnology & Science Building	\$ 28,000,000	\$ 33,383,435	\$ (67,769)	\$ 33,315,666
Aeronautics & Workforce Development Building	\$ 15,000,000	\$ 15,000,000		\$ 15,000,000
Student Success Center/LRC	\$ 22,000,000	\$ 15,500,000		\$ 15,500,000
Fire Training	\$ 7,000,000	\$ 6,250,000		\$ 6,250,000
Vacaville Center HVAC Upgrade	\$ -	\$ 2,150,306		\$ 2,150,306
VJ CAMPUS	\$ 80,200,000	\$ 82,161,953		\$ 82,161,953
Vallejo Prop Purchase Belvedere	\$ 4,800,000	\$ 4,794,343		\$ 4,794,343
Autotechnology Building	\$ 19,600,000	\$ 23,735,961		\$ 23,735,961
Site Improvements	\$ 5,100,000	\$ 2,825,000		\$ 2,825,000
Vallejo Prop Purchase Northgate	\$ 6,800,000	\$ 6,871,471		\$ 6,871,471
Student Success Center/LRC	\$ 22,000,000	\$ 22,000,000		\$ 22,000,000
Career Technology Building	\$ 21,900,000	\$ 19,800,000		\$ 19,800,000
Vallejo Center HVAC Upgrade	\$ -	\$ 2,135,178		\$ 2,135,178
INFRASTRUCTURE IMPROVEMENTS	\$ 37,800,000	\$ 38,871,331		\$ 38,871,331
IT Infrastructure Improvements	\$ 14,000,000	\$ 14,200,000		\$ 14,200,000
Utility Infrastructure Upgrade (Energy)	\$ 23,800,000	\$ 24,671,331		\$ 24,671,331
ADA & CLASSROOM IMPROVEMENTS	\$ 19,200,000	\$ 19,982,235		\$ 21,982,235
Small Capital Projects	\$ 8,300,000	\$ 9,082,235	\$ 2,000,000	\$ 11,082,235
ADA Improvements	\$ 10,900,000	\$ 10,900,000		\$ 10,900,000
PLANNING, ASSESSMENTS & PROGRAM MGMT	\$ 25,400,000	\$ 25,400,000		\$ 25,400,000
Program Management, District Support & Planning	\$ 25,400,000	\$ 25,400,000		\$ 25,400,000
RESERVE & INTEREST*	\$ 17,400,000	\$ 12,600,468		\$ 11,191,670
Program Reserve (5%)	\$ 17,400,000	\$ 12,600,468	\$ (1,408,798)	\$ 11,191,670
TOTAL BOND SPENDING PLAN	\$ 348,000,000	\$ 351,829,446	\$ -	\$ 352,352,879
*Net Interest Earned & Unallocated (6/30/19)		\$ -	\$ -	\$ -

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

TO: **Members of the Governing Board**

SUBJECT: **CONTRACT AWARD TO CSW|ST2 FOR PROJECT
DESIGN SERVICES FOR FAIRFIELD CAMPUS
PARKING LOT #01 RESURFACING PROJECT**

REQUESTED ACTION:

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

SUMMARY:

Board approval is requested for award of a professional services agreement to CSW|Stuber-Stroeh Engineering Group, Inc. (CSW|ST2) for project design services for the Parking Lot #01 Resurfacing Project, on the Fairfield Campus. This project consists of the removal and replacement of the deteriorating asphalt surface on Parking Lot #01 and any associated ADA upgrades.

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: Enhance safety and security for students, faculty, and staff

<i>Ed. Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact: \$23,400.00 Measure Q Funds</i>
------------------	----------------------	---

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

Lucky Lofton
Executive Bonds Manager

PRESENTER’S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 863-7855

TELEPHONE NUMBER

Robert V. Diamond
V.P. Finance and Administration

VICE PRESIDENT APPROVAL

November 8, 2019

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

November 20, 2019

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AWARD TO CSW|ST2 FOR PROJECT
DESIGN SERVICES FOR FAIRFIELD CAMPUS
PARKING LOT #01 RESURFACING PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

The consultant's scope of work includes full design and engineering services for design/construction documents, bid phase services, and construction administration services. The consultant's proposal was evaluated, and pricing was found to be appropriate for the scope of work requested. CSW|ST2 is part of the District's pre-qualified Civil Engineering Services Pool.

The Board is asked to approve a professional services contract with CSW|Struber-Stroeh Engineering Group, Inc. (CSW|ST2), in the amount of \$23,400.00.

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

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: CONTRACT AWARD TO WALL 2 WALL PAINTING, INC.
FOR CONSTRUCTION SERVICES FOR THE BUILDING
1400 INTERIOR PAINTING PROJECT

REQUESTED ACTION:

Information OR Approval
 Consent OR Non-Consent

SUMMARY:

Board approval is requested for award of a contract to *Wall 2 Wall Painting, Inc.*, for the Building 1400 Interior Painting Project. The scope of work includes interior wall patching/repair and painting of select interior walls, doors and frames in Building 1400. This need for improvement was identified by the Associate Students of Solano College (ASSC) and the ASSC Senate approved funding for the project.

CONTINUED ON THE NEXT PAGE

STUDENT SUCCESS IMPACT:

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

Ed. Code: Board Policy:3225; 3520 Estimated Fiscal Impact: \$39,517.00 ASSC 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
VP, Finance & Administration

VICE PRESIDENT APPROVAL

November 6, 2019

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

November 20, 2019

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AWARD TO WALL 2 WALL PAINTING, INC.
FOR CONSTRUCTION SERVICES FOR THE BUILDING
1400 INTERIOR PAINTING PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

A proposal was requested from Wall 2 Wall Painting, Inc., a contractor on the District's Pre-Approved Contractor list for the District's Board Approved CUPCCAA (California Uniform Public Construction Cost Accounting Act) program. The proposal was reviewed, and the proposed pricing was determined to be fair and appropriate to the scope of work requested.

The Board is asked to approve a contract to Wall 2 Wall Painting, Inc. in the amount of \$39,517.00.

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

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

TO: Members of the Governing Board

SUBJECT: EQUIPMENT ORDER TO ONE DIVERSIFIED FOR THE CLASSROOM TECHNOLOGY UPGRADE PHASES 3 & 4 (IT INFRASTRUCTURE IMPROVEMENTS) PROJECT

REQUESTED ACTION:

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

SUMMARY:

Board approval is requested for an equipment order to One Diversified for technology equipment for the Classroom Technology Upgrade Phases 3 and 4 (IT Infrastructure Improvements) Project. One Diversified’s pricing is based on the CMAS Contract #4-18-58-0078A.

The Board is asked to approve an equipment order to One Diversified in the amount of \$116,647.82.

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 equipment that supports classrooms and related College facilities

<i>Ed. Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact: \$116,647.82 Measure Q Funds</i>
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SUPERINTENDENT’S RECOMMENDATION: **APPROVAL** **DISAPPROVAL**
 NOT REQUIRED **TABLE**

Lucky Lofton
Executive Bonds Manager

PRESENTER’S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 863-7855

TELEPHONE NUMBER

Robert V. Diamond
Vice President, Finance & Administration

VICE PRESIDENT APPROVAL

November 8, 2019

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

November 20, 2019

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

One Diversified Order

IT Infrastructure Improvements Project

Classroom Technology Upgrade (Phases 3 and 4)

Board Agenda: November 20, 2019

Item Number	Quantity	Description
PTRK-14MDK	18	RTRK-14 w/Plexi & Top
SSDR-8	21	Split Security Door 8SP(1
UD2	2	2SP Util. Drawer, BLK
UD3	19	3SP Util. Drawer, BLK
U2	16	2SP Rackshelf 14.75DP
U3	1	3SP Rackshelf 14.75DP
BL3	27	3SP Flanged Alum Anod BLA
VTP-2	20	2SP Anod Slotted Vent Pan
HW100	4	100PC 10-32 Screw w/Capt.
AP9562	21	Rack PDU, Basic, 1U, 15A, 120V, (10)5-15
V11H901020	21	EPSON PowerLite L610U Standard Laser Projector, WUXGA, 6000 3 year warranty/replacement
V12H808001	11	EPSON Universal Projector Mount Kit ELPMBPJG
V12H758020	21	EPSON DC-21 Document Camera
70296	21	Model C W/CSR 137D 72.5x116 MW
SPA2-60	21	1/2 RU 2Ch Amp
AC-C6T	22	6.5" 2-way Ceiling Speaker, 70/100V Transformer w/ 8 Ohm, WH

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: REQUEST FOR APPROVAL OF CURRICULUM ITEMS AS
SUBMITTED BY THE CURRICULUM COMMITTEE, A
SUBCOMMITTEE OF THE ACADEMIC SENATE

REQUESTED ACTION:

Information OR Approval
 Consent OR Non-Consent

SUMMARY:

During the Fall 2019 semester in the month of October, the Solano Community College Curriculum Committee, a subcommittee of the Academic Senate, approved the following curriculum-related items. The approval of the Governing Board is requested as required by Title 5, Chapter 6, Subchapter 2, beginning with §55100.

STUDENT SUCCESS IMPACT:

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

Ed. Code: Title 5, Chapter 6, subchapter 2, beginning with §55100 Board Policy: 6100 Estimated Fiscal Impact: N/A

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) 864-7102

TELEPHONE NUMBER

David Williams, Ph.D.
Vice President, Academic Affairs
VICE PRESIDENT APPROVAL

November 8, 2019
DATE SUBMITTED TO

CELIA ESPOSITO-NOY, Ed.D.
Superintendent-President

November 20, 2019
DATE APPROVED BY
SUPERINTENDENT-PRESIDENT

SOLANO COMMUNITY COLLEGE

REQUEST FOR APPROVAL OF CURRICULUM COMMITTEE CURRICULUM ACTIVITIES

During the Fall 2019 semester in the month of October, the Solano Community College Curriculum Committee, a subcommittee of the Academic Senate, approved the following curriculum-related items. The approval of the Governing Board is requested as required by Title 5, Chapter 6, Subchapter 2, beginning with §55100.

CONSENT ITEM

None

ACTION ITEM

None

NEW COURSE

Course
IT 179 Making Things 5 – Sewing Fundamentals

COURSE MODIFICATION

Course	Modification
ATHL 004 Women’s Intercollegiate Soccer (Fall)	Change in units from 2 to 3
ENGR 017 Introduction to Electrical Engineering	Description, Division planning, Grade Option, Content, textbooks
IT 173 Making Things	Removal of reference to sewing throughout COR

COURSE INACTIVATION

Course
KINE 020D Baseball Theory and Practice I
KINE 020E Baseball Theory and Practice II
KINE 020J Softball Theory and Practice II
KINE 020M Volleyball Theory and Practice I
KINE 020N Volleyball Theory and Practice II
KINE 020P Softball Theory and Practice I
KINE 020Q Soccer Theory and Practice I
KINE 020R Soccer Theory and Practice II
KINE 020X Basketball Theory and Analyses I
KINE 020Y Basketball Theory and Analyses II
NURS 058D – Skills Lab IV
NURS 063 Advanced Medical Surgical and Community Nursing

CURRICULUM REVIEW

Course
None

NEW PROGRAM

Program
None

PROGRAM MODIFICATION

Program	Modification
Kinesiology A.A.-T	Add courses

PROGRAM INACTIVATION

Program
None

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

TO: Members of the Governing Board

SUBJECT: AGREEMENT BETWEEN SOLANO COMMUNITY COLLEGE DISTRICT AND CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT FOR CALIFORNIA EARLY CHILDHOOD MENTOR PROGRAM

REQUESTED ACTION:

Information OR Approval
 Consent OR Non-Consent

SUMMARY:

This agreement is entered into by and between the Chabot-Las Positas Community College District (CLPCCD) on behalf of its California Early Childhood Mentor Program and the Solano Community College District (SCCD).

CONTINUED ON THE NEXT PAGE

STUDENT SUCCESS IMPACT:

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

Ed. Code: _____ *Board Policy:* _____ *Estimated Fiscal Impact:* **\$10,627**

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

Sandy Lamba
Dean of Social and Behavior Sciences

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

November 8, 2019

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

November 20, 2019

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: AGREEMENT BETWEEN SOLANO COMMUNITY COLLEGE
DISTRICT AND CHABOT-LAS POSITAS COMMUNITY COLLEGE
DISTRICT FOR CALIFORNIA EARLY CHILDHOOD MENTOR**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

The CLPCCD has applied for and has received a grant from the California State Department of Education for the purposes of operating a Mentor Program.

The CLPCCD has received authorization from its Board of Trustees to enter into agreement with California community colleges to provide such services as: coordinating and offering an adult supervision course and seminars for mentors and directors; coordinating and developing mentoring programs; offering honoraria for faculty working with the college mentoring program; providing books and other instructional materials for mentors; and printing and copying mentor materials.

A copy of the Agreement is available for review in the Office of the Superintendent-President, the Office of the Vice President of Finance and Administration, and in the Office of the Vice President of Academic Affairs.

CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT AGREEMENT
CALIFORNIA EARLY CHILDHOOD MENTOR PROGRAM

This Agreement is being executed as of December 5, 2018, for the contract term beginning August 1, 2018, entered into by and between: the Chabot-Las Positas Community College District (CLPCCD), hereinafter known as the "District," on behalf of its California Early Childhood Mentor Program, hereinafter known as the "Mentor Program," and Solano Community College/Solano County Community College District, hereinafter known as "Contractor."

This agreement is entered into through the Chabot-Las Positas Community College District Board of Trustees approval process, pursuant to its meeting on Tuesday, December 4, 2018.

Appropriation or Grant Number CN180198

RECITALS:

Whereas, the Chabot-Las Positas Community College District has applied for and has received a grant from the California State Department of Education for the purposes of operating a Mentor Program; and

Whereas, the CLPCCD has received authorization from its Board of Trustees to enter into agreements with California community colleges to provide such services as: coordinating and offering an adult supervision course and seminars for mentors and directors; coordinating and developing mentoring programs; offering honoraria for faculty working with the college mentoring program; providing books and other instructional materials for mentors; and printing and copying mentor materials.

Now, therefore, the parties agree as follows:

1. **TERM:** The term of this Agreement shall commence on July 1, 2019 and terminate June 30, 2020 except as otherwise set forth in this agreement.
2. **SERVICES TO BE RENDERED BY CONTRACTOR:** The services to be rendered are incorporated by reference as in attachment A. If any terms of the attachment and this Agreement are in conflict, this Agreement shall prevail.
3. **PAYMENT:** Invoice to be submitted and payment as a stipend to be made by District to Contractor shall be as set forth in Attachment A.
4. **INDEPENDENT CONTRACTOR:** The parties agree that with regard to this Agreement, Contractor is an independent contractor and not an employee of the District.
 - a. Any terms in this Agreement or its attachments referring to direction from the District shall be construed as providing for direction as to policy and the result of work only, and not as to the means by which such a result is obtained.
5. **EXPENSES FOR EQUIPMENT, TOOLS, MATERIALS OR SUPPLIES:** Contractor shall supply, at no cost or charge to District, all equipment, tools, materials, and/or supplies to accomplish the services agreed to be performed unless otherwise provided in this agreement; District shall not

be liable to Contractor for any expenses paid or incurred by Contractor not provided for in this agreement unless otherwise agreed to in advance in writing.

6. ASSIGNMENT: Contractor shall not assign this Agreement nor the consideration payable under this Agreement without the written consent of the District.
7. TERMINATION: District may terminate this Agreement for District's convenience and without cause at any time by giving the other parties written notice of such termination. The notice shall specify the date upon which the termination becomes effective. In the event of such termination, Contractor shall be paid for his/her services that have been performed to the satisfaction of the District under this Agreement, up to the date of termination. Any payment by District shall be conditioned on Contractor providing to the District any and all materials required by District related to the services rendered.
8. WRITTEN NOTICE: All notices required or permitted to be given by this Agreement shall be deemed given when personally delivered to the recipient thereof or two (2) days after it has been mailed by certified mail, return receipt requested, postage prepaid, and addressed to the parties.
 - a. Any party by a written notice to the other parties may change the address of notice or the names of the persons or parties to receive written notice.
9. GOVERNING LAW: This Agreement shall be construed in accordance with and governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation, and performance of the Agreement shall be in Dublin, California.
10. SEVERABILITY: If any term, provision, covenant, or condition of the Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the rest of the Agreement shall remain in full force and effect and in no way shall be affected, impaired, or invalidated.
11. NON-WAIVER: The failure of any party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.
12. NO AUTHORITY TO BIND DISTRICT: Contractor has no authority to enter into contracts or agreements on behalf of District. This Agreement does not create the relationship of agent, servant, employee, partnership or joint venture with the District.
13. AMENDMENTS: No amendment to this Agreement shall be effective unless it is in writing and signed by all parties.
14. CONFLICT OF INTEREST: Contractor states that it is familiar with provisions of Section 87100 et seq. of the Government Code and certifies that it does not know of any facts which constitute a violation of said provisions. In the event contractor receives any information subsequent to

execution of this Agreement which might constitute a violation of said provisions, Contractor agrees it shall notify District of such information.

15. **DAMAGES:** Contractor shall be responsible for any and all damages resulting in whole or in part from Contractor's acts or omissions.
16. **INDEMNIFICATION:** District agrees to defend and indemnify and hold harmless Contractor, its Board of Trustees, officers, agents, and employees, individually and collectively, from and against all claims, liabilities, obligations and causes of action of whatever kind arising in any manner whatsoever out of or in connection with the acts or omissions of District, its Board of Trustees, officers, agents, and employees.
 - a. Contractor agrees to defend and indemnify and hold harmless District, its Board of Trustees, officers, agents, and employees, individually and collectively, from and against all claims, liabilities, obligations and causes of action of whatever kind arising in any manner whatsoever out of or in connection with the acts or omissions of Contractor, its Board of Trustees, officers, agents, and employees.
 - b. Contractor's obligations under this section 16 shall survive the termination of this Agreement.
17. **COMPLIANCE WITH LAWS AND REGULATIONS:** Contractor shall keep informed of all laws and governmental regulations that may affect its obligations. It shall observe and comply with, and shall cause all its agents, employees, consultants, and subcontractors to observe and comply with all said laws and regulations, including obtaining business permits and licenses that may be required to carry out the work to be performed under this Agreement, including all applicable provisions for subrecipient monitoring of federal funding awards.
18. **LIABILITY OF DISTRICT:** District's obligations under this Agreement shall be limited to the payment of the compensation as provided for in Section 3 of this Agreement but shall also include activities as provided for in Attachment A. Notwithstanding any other provision of this Agreement, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits, arising out of or in connection with this Agreement or the services performed in connection with this Agreement.
19. **NON-DISCRIMINATION CLAUSE:** During the performance of this Agreement, District and Contractor shall not unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (cancer), age, marital status, denial of family and medical care leave and denial of pregnancy disability leave. District and Contractor shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. District and Contractor shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment

and Housing Commission implementing Government Code Section 12990 (a-f) set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this contract by reference and made a part hereof as it set forth in full. District and Contractor shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

20. BUDGET CONTINGENCY: This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government or the California State Legislature for the Fiscal Year(s) covered by this Agreement for the purpose of this program. In addition, this Agreement is subject to any additional restrictions, limitations, conditions or any statute enacted by the Congress or the State Legislature that may affect the provisions, terms or funding of this Agreement in any manner.
21. ENTIRE AGREEMENT/MODIFICATION: This writing sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions. This Agreement may be modified only by a written document executed and approved in the same manner as this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date specified immediately adjacent to their signatures below.

"District"

"Contractor"

By:



By:

Signature of CLPCCD person authorized to execute agreement

Signature

Print Name:

Doug Roberts

Print Name:

Celia Esposito-Noy, Ed. D.

Title: Vice Chancellor Business Services

Title:

Superintendent - President

Date:

9-20-19

Address:

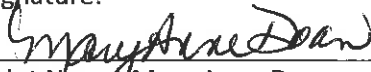
4000 Suisun Valley Road

Fairfield, CA 94534

Date:

Recommended By:

Signature:



Print Name: Mary Anne Doan

Title: Director, California Early Childhood Mentor Program

Address: 25555 Hesperian Blvd, Hayward, CA 94545

Date:

9/18/2019



Attachment A
Solano Community College/Solano County Community College District
July 1, 2019 – June 30, 2020

- A. Chabot-Las Positas Community College District on behalf of the California Early Childhood Mentor Program shall provide the following resources for implementation of the Contractor's program, subject to the District's approval:
1. Updated materials and assistance to facilitate implementation of the program including a *Program Manual*, an In-Service Training Resource Guide, reporting forms, webinars and one-on-one technical assistance.
 2. Travel expenses for the Contractor's Local Coordinator to attend statewide meetings to discuss program elements, the status of implementation and materials. Travel expenses must be within state guidelines and limits as specified in the *Program Manual* and as may reasonably be revised by the District.
 3. \$1,805.00 for instructional costs related to the offering of a Mentor Seminar and a Director Seminar, as described in the *Program Manual*. The Coordinator may make a written request to the District for an additional \$1,584 maximum to offer the Mentor Teacher/Adult Supervision Course in the 2019-2020 contract year.
 4. \$3,200.00 for the Contractor's Local Coordinator to implement and develop the program, arrange for the course offering, recruit prospective Mentors, appoint a Selection Committee, coordinate the selection process, place student teachers with Mentors and approve Post-Practicum, Individual Student Mentoring, Mentoring Record, Birth to Three/FCCH Mentoring Record, Director Mentor, Director Mentoring Record, and Birth to Three/FCCH Director Mentoring Record placements. The Contractor's Coordinator may be paid directly by the Chabot-Las Positas Community College District in the sole discretion of the District. The District reserves the right to withhold and/or reduce the Coordinator payment if responsibilities listed in Section B are not fulfilled in a timely manner.
 5. Up to \$1,750.00 for an honorarium not to exceed \$250 per person for Selection Committee Members to meet to review applications, visit and evaluate applicants' teaching practices and classroom environment with the appropriate Harms and Clifford scale, visit and evaluate Director Mentor applicants' leadership and management skills with the *Program Administration Scale (PAS)* or the *Business Administration Scale (BAS)*, check references and make final decisions on qualified classroom Mentors and Director Mentors. Committee Members may be paid directly by the Chabot-Las Positas Community College District in the sole discretion of the District.
 6. \$2,719.55 in total stipend support. \$2,583.57 for Mentors and \$135.98 for Director Mentors. All stipends will be paid directly by the Chabot-Las Positas Community College District and calculated according to the formula and procedures currently described in the *Program Manual* and as may reasonably be revised by the District. Stipends are for the following purposes:
 - Practicum placement(s) for mentoring practicum students placed with Mentors

- Post-Practicum Stipend(s) to support Mentors for continued mentoring of protégés who were former practicum students placed with Mentors
- Individual Student Mentoring Contract(s) to support pairing a Mentor with an Early Childhood Education student for non-course based contact time
- Mentoring Record Hour(s) to support Mentors as they offer hourly mentoring services
- Birth to Three/FCCH Mentoring Record Hour(s) to support Mentors as they offer hourly mentoring services for Infant/Toddler and Family Child Care teachers and providers
- In-Service Training stipends for Mentors for fulfilling the In-Service training requirements as set forth in the *Program Manual*
- Director Mentor Placement(s) to support Director Mentors for mentoring of protégé directors
- Director Mentoring Record Hour(s) to support Director Mentors as they meet protégé directors' and Director Mentor applicants' needs for short-term, hourly mentoring
- Birth to Three/FCCH Director Mentoring Record Hour(s) to support Director Mentors as they offer hourly mentoring services for Infant/Toddler directors and Large Family Child Care providers

7. \$185.00 for materials for Mentors and Director Mentors (books, Environment Rating Scales, instructional materials, etc.) and/or printing and copying costs for program implementation or Mentor materials. Coordinators may be reimbursed directly by the Chabot-Las Positas Community College District in the sole discretion of the District, or through their local college.

B. Contractor as a college agrees to designate a Local Coordinator. The Coordinator shall be responsible for the following activities:

Selection and Re-Certification

1. Promoting the program on campus and in the community, and updating coordinating supervisor and department heads where applicable regarding the Mentor Program and Budget.
2. Enrolling teachers and providers in the Mentor Teacher/Adult Supervision Course, based on the syllabus provided in the *Program Manual* and as may reasonably be revised by the District. The Contractor as a college agrees to enroll students and to issue credit. The Contractor also agrees that it will accrue no ADA when instructional costs are reimbursed. Students pay tuition if they are receiving credit.
3. Recruiting qualified child care providers and directors from the community who may be interested in becoming Mentors.
4. Modifying and distributing Mentor and Director Mentor applications and establishing appropriate application deadlines as currently described in the *Program Manual* and as may reasonably be revised by the District.
5. Assuring compliance with selection criteria for Mentor Teachers and Director Mentors as set forth in Sections D and E below.
6. Adhering to the Policy on the Mentor Option in Campus Labs as currently described in the *Program Manual* and as may reasonably be revised by the District.
7. Modifying and distributing Mentor and Director Mentor Re-Certification applications, and establishing appropriate application deadlines as currently described in the *Program Manual* and as may reasonably be revised by the District.

California Early Childhood Mentor Program

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8. Appointing a Selection Committee which shall include community college instructors, center directors, teachers and other child care practitioners who represent all sectors of the regional child development community (e.g., Head Start, preschool, subsidized, non-profit), a representative from the local QRIS, other early childhood professionals as needed such as an R and R representative, or from an advocacy group such as the Local Planning Council, etc. The Selection Committee should reflect the diversity of program types, ethnicities and language capacities in the community.
9. Training Selection Committee Members in the use of the Harms and Clifford Scales: the *Early Childhood Environment Rating Scale-Revised* (ECERS-R), the *Infant/Toddler Environment Rating Scale-Revised* (ITERS-R), the *School-Age Care Environment Rating Scale* (SACERS), and *Family Child Care Environment Rating Scale-Revised* (FCCERS-R). Training Selection Committee Members in the use of the *Program Administration Scale* (PAS) and the *Business Administration Scale* (BAS).
10. Serving as a Selection Committee Member as currently described in the *Program Manual* and as may reasonably be revised by the District. Such service is *optional* for local college or Regional Coordinators but **mandatory** for college Coordinators in a Region.
11. Scheduling meetings for the Selection Committee to review Mentor and Director Mentor applications, evaluate applicants' centers or classroom sites, and to make final selections by **May 1st of each contract year**.
12. Notifying all New and Re-Certification applicants to inform them of final decisions within 15 days of the final Selection Committee meeting. The amount of mentors and budget will be based on varying criteria and should not be expected to increase annually.
13. Maintaining eligibility requirements for Mentor Teachers in accordance with program policy as currently described in the *Program Manual* and as may reasonably be revised by the District.
14. Maintaining eligibility requirements for Director Mentors in accordance with program policy as currently described in the *Program Manual* and as may reasonably be revised by the District.

Professional Growth

15. Facilitating or arranging for facilitation by Mentors or Director Mentors with at least 3 years of experience with the program (for leadership development purposes) of a 1-2 unit credit-optional monthly Seminar for Mentors to build a reflective community of practice to discuss issues they confront in supervising student teachers, combined with further study of supervision, leadership and mentoring skills.
16. Facilitating or arranging for facilitation on a rotating basis with Director Mentors with at least 3 years of experience with the program (for leadership development purposes) of a 1-2 unit credit-optional monthly Seminar for directors to study administrative issues, quality improvement strategies, leadership development and mentoring issues. Documentation of meeting notes and sign in sheets are to be sent to the main office quarterly.
17. Providing Mentor and Director Seminar Instructors with Mentor and leadership materials such as the *Growing Leaders In-Service Training Resource Guide*, or other current instructional materials as supplied by the District.
18. Ensuring that facilitators for the Mentor and Director Seminars are regularly evaluated in accordance with college policies, and that these evaluations are sent into the main office.

California Early Childhood Mentor Program

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19. Supporting Mentor In-Service Training activities with Mentor materials and other appropriate funding where available.

Placements and Stipend Activities

20. Working within the college's administrative procedures to institutionalize the Mentor Program. This includes ongoing communication and updates with practicum instructors & department chair regarding the Mentor Program, seeking curriculum committee approval for courses, including program information in the college catalog and course schedule, and establishing load credit for practicum instructors who support placements with Mentors.
21. Providing the District with official course outlines for all courses in which students may be placed with Mentors.
22. Placing students with Mentors, acting as intermediary between the student and Mentor, and monitoring the Mentors' work. The college agrees to offer the placement with a Mentor as an alternative to the existing practicum course(s), and that the Mentor Program cannot accommodate all alternative practicum placements, and is a supplemental program for only a portion of placements up to the budget limit for the college.
23. Overseeing student placements with Mentors to ensure only one student will be in the Mentor's classroom at a time.
24. Approving the following as currently described in the *Program Manual* and as may reasonably be revised by the District and in accordance with the Budget limitations of the program:
 - Mentor-protégé contracts for Post-Practicum placements;
 - Mentor-student contracts for Individual Student Mentoring;
 - Hourly Mentoring Record stipends for short-term mentoring services;
 - Hourly Birth to Three/FCCH Mentoring Record stipends for short-term mentoring services for Infant/Toddler and Family Child Care teachers and providers;
 - Director Mentor-protégé director contracts for Director placements;
 - Hourly Director Mentoring Record stipends for short-term mentoring services;
 - Hourly Birth to Three/FCCH Director Mentoring Record stipends for short-term mentoring services for Infant/Toddler directors and Large Family Child Care providers
25. Serving, if requested and willing, as a Field Trainer as currently described in the *Program Manual* and as may reasonably be revised by the District.

Payments

26. Submitting the signed **Designation of Coordinator form** and this signed **Letter of Agreement** to the District no later than **January 3rd of this contract year**. Acknowledging that the Coordinator's stipend and any reimbursements due to the college will be withheld until these signed documents are received by the Mentor Program Office at Chabot College.
27. Maintaining the budget for the local program which includes maintaining costs of placements and expenditures, tracking of expenditures, payments, etc. Ensuring that all expenses do not exceed the budget designated to the local program by the district.
28. Attending all budget Webinars offered through the year and setting up appointments with the main office when needed.

California Early Childhood Mentor Program

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29. Maintaining records of all costs and disbursements and reporting these monthly to the District in a timely and accurate manner within thirty days of expenditures. Pay may be docked in the following years' **Letter of Agreement** for all late paperwork.
30. Making and enforcing deadlines with all Mentors and Mentor Directors for dates when their forms must be submitted to the Coordinator.
31. Submitting all forms approving the placement within 30 days of placement beginning.
32. Submitting authorizations to pay all stipends within 30 days following the end of the placement.
33. Submitting all fiscal reporting to the District no later than **June 1st of each contract year**.
34. Submitting all requests for reimbursement to the District no later than **June 1st of each contract year**.
35. Acknowledging that the Coordinator's payment may be withheld and/or reduced if reporting is not accomplished in a timely manner, and may be reflected in following years' budget.
36. Applying for and utilizing Additional Funding to Support Instructional Costs for an Adult Supervision Course if appropriate.
37. Applying for and utilizing Supplemental Support Funding (for Large Area programs and/or Director Seminars) if appropriate.
38. Applying for and utilizing Innovative funding for leadership, professional development or communities of practice activities if appropriate.
39. Providing full reporting on the use of any Supplemental Support Funding as currently described in the *Program Manual* and as may reasonably be revised by the District. Reports are due by June 1st of the contract year.

Evaluations

40. Facilitating program evaluation. Compiling all evaluations and making them accessible to the main office
41. Requiring completion of Student Evaluation of Mentor Teacher, Director Mentor Contract Self-Evaluation, and Director Mentor Contract Evaluation: Protégé, Birth to Three/FCCH Mentoring Record Protégé Evaluation, Birth to Three/FCCH Director Mentoring Record Protégé Evaluation, and Director Seminar Evaluation Forms by program participants.

Agreements and Reports

42. Completing and submitting to the District Quarterly Reports as follows:
 - First Quarter: August 1 to October 31, due **October 31st of each contract year**
 - Second Quarter: November 1 to January 31, due **January 31st of each contract year**
 - Third Quarter: February 1, to April 30, due **April 30th of each contract year**
43. Completing and submitting to the District all Annual Reporting materials on or before **June 1st of each contract year**.

Mentor Program Meetings

44. Attending all required Coordinator online meetings and/or being responsible for acquiring and understanding the information and materials presented at these meetings.

California Early Childhood Mentor Program

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45. Facilitating the selection of eligible participants for the annual Mentor Institute.

Maintaining Records

46. Keeping records on each Mentor's placement history, student evaluations of the Mentor, the Mentor's application and re-certification, and stipend amounts. Keeping comparable records for each Director Mentor. Being prepared to submit those records to the main office or during a program audit or evaluation upon request.
 47. Maintaining program data and records in archives for five years.
- C. Contractor will designate an instructor who will be responsible for teaching the Mentor Teacher/Adult Supervision Course, a 2-unit course on adult supervision skills for Mentor candidates, based on a course syllabus included in the *Program Manual* and as may be reasonably revised by the District.
- D. Contractor shall insure that Classroom Mentor applicants shall complete the following requirements in order to be considered for selection:
1. A college level Early Childhood training program that included an Early Childhood practicum supervised by a college instructor for credit. Candidates must submit a transcript proving completion of this requirement.
 2. The two-unit Mentor Teacher/Adult Supervision Course, as described in Sections B.2 and C in this Attachment.
 3. Two years of experience as a classroom teacher or family child care provider.
 4. Eligibility for the Master Teacher Level, or higher, of the California Child Development Permit.
 5. The Mentor Application (see *Program Manual*) which includes information on the applicant's educational background and experience, a personal statement, a transcript proving completion of the practicum as part of her/his Early Childhood education, a QRIS Tier Rating (where applicable), and the Harms and Clifford rating sheet from her/his self-review. The Application also includes a "supervisor's agreement" to support the candidate's application and participation as a Mentor. As public elementary school teachers have their own mentoring program, they are not eligible to participate in the California Early Childhood Mentor Program.
 6. A site review of the center's National Association for the Education of Young Children (NAEYC) accreditation status by members of the Mentor Selection Committee and direct observation of teaching practices, or completion of a site review and self-study using the appropriate Harms and Clifford Scale (ECERS-R, ITERS-R, SACERS or FCCERS-R). For those programs who have a current QRIS ECERS-R, ITERS-R, or FCCERS-R done in the last 13 months, the Harms and Clifford assessment by the Mentor Selection Committee shall be waived. For this waiver, only the QRIS assessment may be used.
 7. If the applicant has an acceptable score on the assessment referred to in Section D.6 above, and the site has a current 4 or 5 QRIS rating, and passes all the other criteria, this applicant has priority over other applicants as part of the agreement between ELCD and the California Early Childhood Mentor Program.
- E. Contractor shall ensure that Director Mentor applicants shall complete the following requirements in order to be considered for selection:

California Early Childhood Mentor Program

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1. Three years of experience as a director or site supervisor in a child development program (current or prior).
2. Successful completion of a Director Mentor Information Session Webinar and a Director Mentor Institute as currently described in the *Program Manual* and as may be reasonably revised by the District. The Director Mentor Applicant may apply prior to attending DMI but must have completed it before mentoring can take place.
3. The Director Mentor Application (see *Program Manual*) which includes information on the applicant's educational background, experience, statement of program philosophy, selection of items for *Program Administration Scale* (PAS) or *Business Administration Scale* (BAS) review, a QRIS Tier Rating (where applicable), and references.
4. Completion of a *Program Administration Scale* (PAS) or *Business Administration Scale* (BAS) interview by members of the Mentor Selection Committee. A site review of the applicant's worksite (if applicable).
5. If the applicant participates in QRIS and has a current 4 or 5 QRIS rating, and passes all of the above criteria, this applicant has priority over all other applicants as part of the agreement between ELCD and the California Early Childhood Mentor Program.

F. Contractor agrees to provide the following resources for implementation of the program:

1. Facilities for the Mentor Teacher/Adult Supervision Course, Selection Committee training and meetings, the Mentor Seminar and the Director Seminar as currently described in the *Program Manual* and as may be reasonably revised by the District.
2. Funds for program costs in excess of amounts provided in Section A of this agreement.

G. Contractor agrees that in cases where active Mentors or Director Mentors from other Regional or Local Mentor Programs wish to apply to this college's program, acceptance and selection will be at the discretion of this college's Selection Committee based on space availability and other selection criteria.

H. District reserves the right to withdraw the resources listed in Section A for non-performance of activities and requirements listed in Sections B through G. Written notice of such withdrawal will be provided to Contractor. Under some circumstances a program may be put on written probationary notice for six months to one year, and a determination will be made after performance is reviewed if resources will be withdrawn.

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

TO: **Members of the Governing Board**

SUBJECT: **APPROVAL OF SUB-AGREEMENTS FOR NASDAQ
STUDENT INTERNSHIPS/FACULTY EXTERNSHIPS**

REQUESTED ACTION:

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

SUMMARY:

As the fiscal agent for the Chancellor’s Office Industry Sector Project in Common (ISPIC) grant and host of the Statewide Director Business and Entrepreneurship Sector grant, Solano College issued an RFA to select fifteen colleges to participate in a project to place student interns and faculty externs at Nasdaq startup companies across the state. Board approval is requested for sub-agreements in the amount of \$2,500 each for the following colleges: City College San Francisco, Cuesta College, Diablo Valley College, Fresno City College, Fullerton College, Glendale College, Moreno Valley College, Mt. San Jacinto College, Orange Coast College, Pasadena City College, Porterville College, Reedley College, Riverside College San Joaquin Delta College, West Hills College.

Attached is a copy of the standard sub-agreement that will be finalized with each college.

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:81655</i>	<i>Board Policy:3520</i>	<i>Estimated Fiscal Impact:\$37,500 Grant Expense</i>
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SUPERINTENDENT’S RECOMMENDATION: **APPROVAL** **DISAPPROVAL**
 NOT REQUIRED **TABLE**

Charles Eason
State Director, Business & Entrepreneurship

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

ADDRESS

(707) 863-7846

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

VICE PRESIDENT APPROVAL

November 8, 2019

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

November 20, 2019
**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

**GRANT SUB-AGREEMENT BETWEEN
SOLANO COMMUNITY COLLEGE DISTRICT
AND
XXXX COMMUNITY COLLEGE DISTRICT**

This Grant Sub-agreement ("Agreement") is made and entered into as of the 15th day of August, 2019 by and between the Solano Community College District, ("District") and XXXX Community College District ("Contractor"), (together, "Parties").

WHEREAS, Solano Community College entered into Sub-Agreement No. D0-18-2565-80 for Key Talent Administration & Sector Strategy Fiscal Agent - Industry Sector Projects in Common (ISPIC) for Business & Entrepreneurship with Rancho Santiago Community College District.

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

NOW, THEREFORE, the Parties agree as follows:

1. **Scope of Work.** The Contractor shall conduct a student internship/faculty externship project as further described in the Scope of Work (**Exhibit A**), attached hereto and incorporated herein by this reference ("Services").
2. **Term.** Contractor shall commence providing services under this Agreement on November 21, 2019 and will diligently perform as required and complete performance by December 31, 2020, unless this Agreement is terminated and/or otherwise cancelled prior to that time.
3. **Submittal of Documents.** The Contractor shall not commence the Services under this Agreement until the Contractor has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

<u> X </u>	Signed Agreement
<u> X </u>	Workers' Compensation Certification
<u> X </u>	Insurance Certificates and Endorsements
<u> X </u>	W-9 Form
<u> </u>	Other: _____

4. **Compensation.** District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed Two Thousand Five Hundred Dollars (\$2,500.00). District shall pay Contractor according to the following terms and conditions:
 - 4.1. Contractor will invoice Solano Community College for \$1,500 upon award and \$1,000 upon completion of the project and submission of the final report (Exhibit B). Payment shall be made within thirty (30) days after the Contractor submits an invoice to the District.
5. **Expenses.** District shall not be liable to Contractor for any costs or expenses paid or

incurred by Contractor in performing services for District, except as follows:

5.1. Not applicable.

6. **Independent Contractor.** Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees. In the performance of the work herein contemplated, Contractor is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, District being interested only in the results obtained.

7. **Materials.** Contractor shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement, except as follows:

7.1. Not applicable.

8. **Performance of Services.**

8.1. **Standard of Care.** Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Contractor's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California community college districts.

Contractor shall carefully study and compare all documents, findings, and other instructions and shall at once report to District, in writing, any error, inconsistency, or omission that Contractor or its employees may discover. Contractor shall have responsibility for discovery of errors, inconsistencies, or omissions.

8.2. **Meetings.** Contractor and District agree to participate in regular meetings on at least a monthly basis to discuss strategies, timetables, implementations of services, and any other issues deemed relevant to the operation of Contractor's performance of Services.

8.3. **District Approval.** The work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.

8.4. **New Project Approval.** Contractor and District recognize that Contractor's Services may include working on various projects for District. Contractor

shall obtain the approval of District prior to the commencement of a new project.

9. **Originality of Services.** Except as to standard generic details, Contractor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except that submitted to Contractor by District as a basis for such services.
10. **Copyright/Trademark/Patent.** Contractor understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Contractor consents to use of Contractor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.
11. **Audit.** Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Agreement. Contractor shall retain these books, records, and systems of account during the Term of this Agreement and for five (5) years thereafter. Contractor shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Contractor and shall conduct audit(s) during Contractor's normal business hours, unless Contractor otherwise consents.
12. **Termination.**
 - 12.1. **For Convenience by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three days after the day of mailing, whichever is sooner.
 - 12.2. **For Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
 - 12.2.1. material violation of this Agreement by the Contractor; or
 - 12.2.2. any act by Contractor exposing the District to liability to others for personal injury or property damage; or
 - 12.2.3. Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on

account of Contractor's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required services from another Contractor. If the expense, fees, and/or costs to the District exceed the cost of providing the service pursuant to this Agreement, the Contractor shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

13. **Indemnification.** To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold harmless the District, its Governing Board, agents, representatives, officers, Contractors, employees, trustees, and volunteers (the "indemnified parties") from any and all claims arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Contractor. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the indemnified parties.

To the furthest extent permitted by California law, District shall defend, indemnify, and hold harmless the Contractor, its Governing Board, agents, representatives, officers, Contractors, employees, trustees, and volunteers (the "indemnified parties") from any and all claims arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the District. The Contractor shall have the right to accept or reject any legal representation that District proposes to defend the indemnified parties.

14. **Insurance.**

- 14.1. The Contractor shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

Type of Coverage	Minimum Requirement
Commercial General Liability Insurance , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments Each Occurrence General Aggregate	 \$ 1,000,000 \$ 2,000,000
Automobile Liability Insurance - Any Auto Each Occurrence General Aggregate	 \$ 1,000,000 \$ 2,000,000
Workers Compensation	Statutory Limits
Employer's Liability	\$ 1,000,000

- 14.1.1. **Commercial General Liability and Automobile Liability Insurance.** Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect the Contractor, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the District.)
- 14.1.2. **Workers' Compensation and Employers' Liability Insurance.** Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Contractor shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

14.2. **Proof of Carriage of Insurance.** The Contractor shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:

- 14.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."
- 14.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.
- 14.2.3. An endorsement stating that the District and its Governing Board, agents, representatives, employees, trustees, officers, Contractors, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Contractor's insurance policies shall be primary to any insurance or self-insurance maintained by District. An endorsement shall also state that there shall be a waiver of any subrogation.
- 14.2.4. All policies except the Professional Liability, Workers' Compensation Insurance, and Employers' Liability Insurance Policies shall be written on an occurrence form.

- 14.3. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the District.
15. **Assignment.** The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.
16. **Compliance with Laws.** Contractor shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Contractor shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Contractor observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.
17. **Certificates/Permits/Licenses.** Contractor and all Contractor's employees or agents shall secure and maintain in force such certificates, permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Agreement.
18. **Employment with Public Agency.** Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
19. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and District policy. In addition, the Contractor agrees to require like compliance by all of its subcontractor(s).
20. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
21. **District's Evaluation of Contractor and Contractor's Employees and/or Subcontractors.** The District may evaluate the Contractor in any way the District is entitled pursuant to applicable law. The District's evaluation may include, without limitation:

- 21.1. Requesting that District employee(s) evaluate the Contractor and the Contractor's employees and subcontractors and each of their performance.
- 21.2. Announced and unannounced observance of Contractor, Contractor's employee(s), and/or subcontractor(s).

22. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

23. **Confidentiality.** The Contractor and all Contractor's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. Contractor understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

24. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

District:
Solano Community College District
 4000 Suisun Valley Rd., Room 151
 Fairfield, California 94534
 ATTN: Charles Eason

Contractor:
Norcal PTAC
 1 Harpst St, House 71
 Arcata, CA 95521
 ATTN: Kristina Kunkel

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

25. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

26. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which the District's administrative offices are located.

27. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
28. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
29. **Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included therein.
30. **Authority to Bind Parties.** Neither party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.
31. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
32. **Captions and Interpretations.** Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.
33. **Calculation of Time.** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.
34. **Signature Authority.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authority and empowered to enter into this Agreement.
35. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
36. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

Dated: _____, 20__

Dated: _____, 20__

Solano Community College District

XXXX Community College District

By: _____

Print Name: Dr. Celia Esposito-Noy

Print Title: Superintendent/President

By: _____

Print Name: _____

Print Title: _____

WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing satisfactory proof to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

Date: _____

Name of Contractor: _____

Signature: _____

Print Name and Title: _____

(In accordance with Article 5 – commencing at Section 1860, Chapter 1, part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the District prior to performing any Work under this Contract.)

EXHIBIT A
SCOPE OF WORK

Conduct a student internship/faculty externship project as part of the Industry Sector Project in Common (ISPIC) Nasdaq Student Internship/Faculty Externship Project.

Deliverables:

- Develop a work plan by December 31, 2019 outlining the plans to accomplish the following scope of work:
 - Identify faculty member to act as faculty coach and set up process for paying stipend to faculty.
 - Selected faculty extern/coach will attend an orientation session at the Nasdaq Entrepreneurial Center in San Francisco on February 7, 2020 and participate in monthly Zoom community of practice meetings hosted by the Statewide Director for Business and Entrepreneurship, the Project Coordinator, and Nasdaq Entrepreneurial Center.
 - Recruit a minimum of two students to participate as student interns with Nasdaq startup companies. The Nasdaq Entrepreneurial Center will assist in matching student interns with Nasdaq startup companies.
 - Secure Career Catalyst Intermediary Agreement and worksite agreement with participating Nasdaq Startup Company (See Exhibit C for template).
 - Promote and assist students with enrollment in the college's Work Experience/Work Study course so that students can earn college credit for their work experience as interns.
 - Faculty coach will work with the Nasdaq startup company and students to develop a scope of work for the internship project and then provide guidance and advising to the students in completing the internship project. The internship can be project based or work based. The number of hours for the internship will be determined by Nasdaq Startup Company and student's availability. The internships must be completed by June 30, 2020.
- Submit final report documenting the results and outcomes of the project using provided final report template (Exhibit B).

Project Schedule:

- Work Plan due by December 29, 2019
- Faculty orientation meeting February 7, 2020
- The internships must be completed by June 30, 2020.

Not to Exceed Budget:

Faculty Stipends \$2,500

Exhibit B. Student Internship/Faculty Externship Final Report Template

Submit by email with final invoice, no later than January 30, 2021 to charles.eason@solano.edu

College: _____

Outcomes and results:

A. Use the table below to list the student interns who participated in the project:

Name of Student Intern	Hrs Worked	Work Experience Credits earned	Name of DoD SBIR company and description of internship work

B. Describe any benefits derived by faculty extern/coach from working with the Nasdaq startup companies and student interns (for example real world experience that can be brought back and incorporated into the classroom or curriculum).

C. List anecdotal information regarding the success of student internship/faculty externship project:

D. List any extenuating circumstances that prevented you from completing objectives of the project:

E. Describe your three greatest challenges you experienced in completing the internship project:

- 1.
- 2.
- 3.

F. Describe your three greatest successes from the student internship/faculty externship project:

- 1.
- 2.
- 3.

Anything else you wish to add?

Exhibit C. Career Catalyst Intermediary Template Agreement

See attached

Career Catalyst Program Agreement



FOUNDATION *for* CALIFORNIA
COMMUNITY COLLEGES

Agreement No. [Completed by Foundation Contracts Dept.]

Foundation for California Community Colleges, in an effort to support the Career Catalyst program, which provides life-shaping career opportunities for individuals and recruitment solutions for employers by pairing qualified individuals with organizations for work and job training, shall provide services to [contracting entity name], [a California corporation, limited liability company, general partnership, sole proprietor or an individual].

For the purposes of this Agreement the Foundation for California Community Colleges, a California non-profit 501(c)(3) corporation, is referred to as "FOUNDATION" and [entity name] is referred to as "CUSTOMER". The term "PARTICIPANT" shall refer to the individual participating in the Career Catalyst program. And the term "WORK SITE" shall refer to the agency or business where the PARTICIPANT will be placed, where PARTICIPANT will perform his/her job duties. By signing this Agreement, the Parties acknowledge their acceptance of all the terms and conditions in this Agreement and any exhibits attached hereto (collectively the "Agreement").

The term of this Agreement is _____ thru _____

The amount of this Agreement is \$ _____

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

Exhibit A	Services and Deliverables	Pages ____
Exhibit A-1	Customer Guarantees	Pages ____
Exhibit B	Budget & Payment Terms	Pages ____
Exhibit C	Special Terms	Pages ____
Exhibit D	Notices	Pages ____
Exhibit E	General Terms	Pages ____
Exhibit F	Work Site Agreement	Pages ____

THE PARTIES HEREBY EXECUTE THIS AGREEMENT.

CUSTOMER

**FOUNDATION FOR CALIFORNIA
COMMUNITY COLLEGES**

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

CUSTOMER – second signature, if required

**FOUNDATION FOR CALIFORNIA COMMUNITY
COLLEGES – second signature, if required**

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

SERVICES AND DELIVERABLES

Agreement No. [Completed by Foundation Contracts Dept.]

FOUNDATION shall provide to CUSTOMER the services as set forth below. CUSTOMER agrees to work closely with FOUNDATION staff and its partners in the performance of Services and shall be available to FOUNDATION's staff and partners at all reasonable times. In providing such services to CUSTOMER, FOUNDATION is not exercising any control over the wages, hours, or working conditions of any PARTICIPANT. CUSTOMER agrees and represents that FOUNDATION and CUSTOMER are not acting as a joint employer with respect to the PARTICIPANTS whom FOUNDATION employs during the period of this Agreement.

1. Foundation Responsibilities

1.1. FOUNDATION shall assume responsibility, as the employer of record for the PARTICIPANTS:

1.2 FOUNDATION shall be responsible for payment of wages, as reported by CUSTOMER, through the FOUNDATION's payroll, including making the appropriate deductions, withholdings, and premium payments under applicable federal, state, and local laws.

1.3 FOUNDATION shall be responsible for providing workers' compensation insurance coverage that covers the PARTICIPANTS, as well as processing and defending all workers' compensation claims made by PARTICIPANTS.

1.4 FOUNDATION shall be responsible for managing and tracking PARTICIPANT leaves of absence, as may be required by law.

1.5 Upon CUSTOMER's written request, FOUNDATION will conduct a background check for PARTICIPANTS requested by CUSTOMER for an additional fee.

2. Services provided by Foundation

[Customizable to fit need – based on items selected from Menu of Services]

3. Foundation Representative

Human Resources and Payroll Inquiries:

Career Catalyst
Foundation for California Community Colleges
1102 Q Street, Suite 4800
Sacramento, CA 95811
Phone: 888-278-4834
Fax: 916-325-0844
careercatalyst@foundationccc.org

4. PARTICIPANT Job Description

The PARTICIPANT(S) shall perform the following duties:

[CUSTOMER to specify description of duties: should include approving their timesheets]

DRAFT

EXHIBIT A-1

CUSTOMER GUARANTEES

1. Customer Responsibilities

1.1 CUSTOMER shall have the responsibility for the day-to-day control and supervision of PARTICIPANTS and must provide PARTICIPANT with supervision, training, and work assignments in accordance with the WORK SITE request and job description.

1.2 CUSTOMER shall allow for monitoring visits by representatives of the FOUNDATION and shall ensure that WORK SITES will allow for monitoring visits by representatives of the FOUNDATION should the FOUNDATION elect to perform an inspection.

1.3 CUSTOMER will notify FOUNDATION if any position is subject to any state, federal or local minimum or prevailing wage requirements, or subject to the terms of a collective bargaining agreement.

1.4 If PARTICIPANTS will be working at WORK SITES not under the direction and control of CUSTOMER, CUSTOMER shall have a signed "Work Site Agreement" with the WORK SITE. CUSTOMER shall use the Work Site Agreement Template in Exhibit F, attached to this Agreement and herein incorporated by reference, as its Work Site Agreement with each site. FOUNDATION in its sole discretion may deny placement of PARTICIPANTS at any WORK SITE, if FOUNDATION deems the WORK SITE to be unsafe or non-compliant with State, Local, or Federal law.

1.5 Without the prior written agreement of FOUNDATION, CUSTOMER will not entrust PARTICIPANTS with the care of unattended premises, or unsupervised custody or control of cash, credit cards, valuables, or other similar property.

1.6 CUSTOMER shall ensure PARTICIPANTS receive meal and rest breaks in compliance with both California Law and the Foundation's Policy and Procedures manual. CUSTOMER agrees to accurately track and provide to FOUNDATION a time record for all hours worked by each PARTICIPANT on a bi-weekly basis. The time record shall include all of the PARTICIPANT's start and end times, as well as meal period and rest breaks. CUSTOMER will be responsible for ensuring PARTICIPANT's enter and approve accurate timesheets. Billed rates will be increased to reflect overtime hours worked, waiting time penalties, and meal period premiums according to state or local law.

1.7 CUSTOMER will ensure that PARTICIPANTS who are under the age of 18 do not exceed 8 hours per day or 40 hours per week. If PARTICIPANTS over the age of 18 do exceed 8 hours per day or 40 hours per week, Customer will be responsible for payment of overtime to the PARTICIPANT. CUSTOMER will ensure that no PARTICIPANT exceeds **X hours total. This number cannot exceed 1000 hours per PARTICIPANT per fiscal (July- June) year**, unless classified as a Student Assistant with CUSTOMER and FOUNDATION approval.

2. Compliance with Federal, State, and Local Laws

2.1 CUSTOMER must provide all legally required documents prior to PARTICIPANTS start date including, but not limited to: PARTICIPANT Form I-9s and work permits for PARTICIPANTS under the age of 18.

2.2 CUSTOMER shall certify that WORK SITE provides a drug-free workplace, required by the California Drug-Free Workplace Act of 1990 (Government Code section 8350 et seq.).

2.3 CUSTOMER and WORK SITE shall comply with all applicable federal, state and local laws and regulations relating to a safe and accessible work environment, including but not limited to, federal and state Occupational Safety and Health Administration (“OSHA”) laws and regulations, including the recording of workplace injuries on CUSTOMER’s OSHA 300 logs.

2.4 CUSTOMER and WORK SITE shall comply with the requirements of the Fair Labor Standards Act, the California Labor Code, the California Industrial Wage Orders, Title VII of the Civil Rights Act of 1964, the Fair Employment and Housing Act, the Age Discrimination in Employment Act, the Americans with Disabilities Act, and all other federal, state, and local laws and regulations governing the hiring or employment of PARTICIPANT.

3. Worker’s Compensation and Employment Claims

3.1 CUSTOMER shall immediately notify FOUNDATION of any injury and/or Workers’ Compensation Claims related to a PARTICIPANT.

3.2 CUSTOMER shall promptly report to FOUNDATION any claims of harassment, discrimination, and/or claims of any violation of law governing the PARTICIPANT’s employment, including allegations or reports of any irregularities or discrepancies by PARTICIPANT.

3.3 CUSTOMER shall notify the FOUNDATION if a PARTICIPANT will be allowed to operate any motor vehicle or heavy equipment at any time as part of his/her work/training activities. CUSTOMER must secure FOUNDATION’s written approval prior to PARTICIPANT’s use of motor vehicles or heavy equipment.

EXHIBIT B

BUDGET & PAYMENT TERMS

1. Compensation

The total fee to be paid to FOUNDATION by CUSTOMER for the Services shall be \$[*contract value*], including applicable taxes. CUSTOMER will be responsible for all costs incurred by PARTICIPANTS under this Agreement. If PARTICIPANTS incur costs that exceed the contract value, CUSTOMER is responsible for those costs. These costs include any cost the FOUNDATION is obligated to pay PARTICIPANTS under State, Local, or Federal law.

2. Invoicing and Payment

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, CUSTOMER agrees to compensate FOUNDATION for actual expenditures incurred in accordance with the rates specified herein.
- B. Itemized invoices shall be submitted via email on a bi-weekly basis to:

NAME
EMAIL
DEPT/UNIT (IF APPLICABLE)
STREET
CITY, STATE ZIP

3. Billing Rate

CUSTOMER will be invoiced biweekly and will pay FOUNDATION based upon a specified billing rate, which is composed of the following:

- A. CUSTOMER is billed for the PARTICIPANT's hourly rate, including any overtime or premium payments owed to the PARTICIPANT plus employer payroll taxes (Reference budget). The actual percentage for employer tax is determined based upon assigned workers compensation codes;
- B. CUSTOMER is billed a 15% mark-up of the total costs described in Section 2A above, to cover administrative and payroll fees associated with facilitating the Payroll Services;
- C. CUSTOMER is billed a \$100 onboarding fee per PARTICIPANT, which is invoiced at the time of hire.
- D. Depending on the location and size of the project members will be billed for additional travel expenses, time, and materials needed to train staff, onboard PARTICIPANT's, and perform WORK SITE visits. All charges will be agreed upon before the program begins; and
- E. CUSTOMER is responsible for compensating the FOUNDATION for any services performed or benefit cost incurred that are not listed in Exhibit A of the Agreement but are required under local, State and Federal law.

EXHIBIT C

SPECIAL TERMS

1. Term, Termination, Stop Work Notice

- 1.1 Term. The period of this Agreement is from the Effective Date to [Month Day, Year] (“Term”), or until all funds due to FOUNDATION under this agreement have been paid and all terms and conditions have been satisfied.
- 1.2 Termination for Convenience. Either party shall have the right to terminate this agreement for any reason or no reason, without penalty, at any time by providing the other party with written notice of termination at least thirty (30) calendar days in advance.
- 1.3 Termination for Cause. Either party shall have the right to terminate this agreement, without penalty, immediately should the other party be found to be in material breach of this agreement.
- 1.4 Procedures at Termination. Either party must cease or reduce work immediately upon receiving the notice of termination or as required by the written notice and take all steps possible to mitigate losses. CUSTOMER shall be liable to FOUNDATION for all wages and costs authorized under this agreement up until the effective date of termination and shall make payment to FOUNDATION upon receipt of a final invoice.

2. Insurance and Indemnification

2.1 Insurance. CUSTOMER, at CUSTOMER’s sole cost and expense, will obtain, keep in force, and maintain insurance as listed below. Coverages required will not limit any liability of CUSTOMER and will include:

- Commercial General Liability Insurance with a combined single limit of no less than \$1 million per occurrence. This policy shall name FOUNDATION, its directors, officers, and employees as Additional Insureds;
- Employment Practices Liability Insurance covering liability arising from any error, omission, negligent or wrongful act of the CUSTOMER, its officers or employees with limits of not less than \$1 million per occurrence and \$2 million aggregate. This policy shall name FOUNDATION, its directors, officers, and employees as Additional Insureds; and
- Workers’ Compensation Insurance, for CUSTOMER’s employees, as required under the Workers’ Compensation and Safety Act of the State of California, as amended from time to time.

Insurances required by this Agreement shall contain a thirty (30) day notice of cancellation provision. CUSTOMER shall transmit all certificates of insurance, including the additional insured endorsement, to the FOUNDATION, within 15 days of CUSTOMER’s execution of this Agreement. All insurance required to be carried by CUSTOMER and/or Indemnitor shall be primary, and not contributory, to any insurance carried by FOUNDATION. Any failure of FOUNDATION to require Certificates of Insurance and Additional Insured endorsements shall not operate as a waiver of these requirements.

2.2 Indemnification. FOUNDATION shall be liable for and shall indemnify and hold CUSTOMER harmless against any costs, expenses, claims, suits, judgments, loss or damage (including reasonable attorneys' fees) arising from the fault or negligence of FOUNDATION, its officers, employees, agents, subcontractors and representatives, in performance of the Services under this Agreement.

CUSTOMER shall be liable for and shall indemnify and hold FOUNDATION harmless against any costs, expenses, claims, suits, judgments, loss or damage (including reasonable attorneys' fees) arising from the fault or negligence of CUSTOMER or WORKSITE, their officers, employees, agents, subcontractors and representatives, arising from their responsibilities under this Agreement, including but not limited to the CUSTOMER guarantees described in Exhibit A-1.

DRAFT

EXHIBIT D

NOTICES

Notices

All notices and other communications required or permitted to be given under this Agreement, including but not limited to any notice of change of address, must be directed to the following individuals:

FOUNDATION:

PROGRAM DIRECTOR (All Programmatic Issues):

Tim Aldinger
Director, Workforce Development
Foundation for California Community Colleges
1102 Q Street, Suite 4800
Sacramento, CA 95811
916-491-4499
taldinger@foundationccc.org

CONTRACTS (Contracts Issues Only, including but not limited to Contract Notices):

Contracts Department
Foundation for California Community Colleges
1102 Q Street, Suite 4800
Sacramento, CA 95811
contracts@foundationccc.org

CUSTOMER:

CUSTOMER's Name/Title
Company
Address
City, State Zip
Phone Number
Email Address

All notices shall be in writing and shall be emailed, personally delivered, certified mail, postage prepaid and return receipt requested, or by overnight courier service. Notice shall be deemed effective on the date emailed, personally delivered, or if mailed, five (5) days after deposit of the same in the custody of the United States Postal Service or overnight courier service.

EXHIBIT E

GENERAL TERMS

1. General Terms

- 1.1 Captions and Interpretation. Paragraph headings in this agreement are used solely for convenience and shall be wholly disregarded in the construction of this agreement. Paragraph headings shall not be deemed to define, limit or extend the scope or intent of the paragraphs to which they appertain.
- 1.2 Assignment and Delegation. This agreement may not be assigned or otherwise transferred by either party without the prior written consent of the other party; however, either party will have the right to assign its rights and obligations under this agreement in connection with a merger, acquisition, or sale transfer of substantially all of its assets. Any assignment not in accordance with this paragraph is void.
- 1.3 Anti-lobbying. FOUNDATION shall not use any part of the funds rendered for Services to directly or indirectly pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a political candidate for public office or a Member of Congress, a jurisdiction, or an official of any government, or to favor, adopt, or oppose, by vote or otherwise, any legislation.
- 1.4 Non-Discrimination. FOUNDATION shall not discriminate in the provision of services, benefits, employment, facilities or otherwise because of race, color, ancestry, religion, creed, national origin, sex, age, sexual orientation, physical or mental disability, medical condition, marital status, denial of family care leave or on the basis of any other protected category as provided by federal, state and/or local laws. CUSTOMER shall comply with the provisions of the Fair Employment and Housing Act (California Government Code §12990(a)-(f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, §7285 et. seq.)
- 1.5 Debarment and/or Suspension. CUSTOMER shall comply with Executive Order 12549, Debarment and Suspension. CUSTOMER represents and warrants that CUSTOMER is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency or any California state department or agency.
- 1.6 Entire Agreement. This agreement constitutes the entire, complete, final and exclusive agreement between the parties with respect to the subject matter hereof and supersedes and replaces any and all prior and contemporaneous communications between the parties regarding such subject matter. Any terms and conditions which are additional to or different from the terms and conditions of this agreement are hereby deemed rejected by FOUNDATION and shall not be of any effect or in any way binding upon FOUNDATION. To the extent that the terms and conditions of this agreement conflict with, or are in any way inconsistent with, the terms and conditions of any exhibit hereto, the terms and conditions of this agreement will prevail.

- 1.7 Modification of Agreement. This agreement may be modified only by a written agreement dated subsequent to this agreement and signed by authorized representatives of each party. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.
- 1.8 Law to Govern; Venue. This agreement is made under and will be governed by and construed in accordance with the laws of the State of California. Any litigation resulting from a dispute or claim arising under or relating to this agreement shall be resolved in a state or federal court in Sacramento, California. The parties specifically submit to the personal jurisdiction and subject matter jurisdiction of the state and federal courts located in Sacramento, California. The prevailing party in any action relating to breach or enforcement of this agreement shall be entitled to their reasonable attorneys' fees and costs
- 1.9 Time is of the Essence. Time is of the essence with respect to all provisions of this agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this agreement.
- 1.10 Construction of Agreement. Both parties have participated in the negotiation and drafting of this agreement. Therefore, the terms and conditions of this agreement shall not be construed against either party as the drafting party.
- 1.11 Confidentiality. CUSTOMER shall not, directly or indirectly, use, make available, sell, disclose or otherwise communicate to any third party, other than in CUSTOMER's assigned duties and for the benefit of FOUNDATION, any of FOUNDATION's Confidential Information, either during or after CUSTOMER's relationship with FOUNDATION. Subject to applicable federal, state and local law, including but not limited to the Richard McKee Transparency Act of 2011, Confidential Information is to be broadly defined, and includes but may not be limited to all information that has or could have commercial value or other utility in the business in which FOUNDATION is engaged or contemplates engaging, and all information of which the unauthorized disclosure could be detrimental to the interests of FOUNDATION, whether or not such information is identified as Confidential Information by FOUNDATION. This paragraph shall survive the expiration or early termination of this agreement.
- 1.12 Execution of this Agreement. The Parties agree that this agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which together shall constitute one and the same instrument, and that a photocopy or facsimile may serve as an original. If this agreement is executed in counterparts, no signatory hereto shall be bound until both the parties have fully executed a counterpart of this agreement.
- 1.13 Authority to Bind. The parties each represent and warrant that the signatories below are authorized to sign this agreement on behalf of themselves or the party on whose behalf they execute this agreement.
- 1.14 Severability. If any part of this agreement is found invalid or unenforceable, that part will be amended to achieve, as nearly as possible, the same economic effect as the original provision and the remainder of this agreement will remain in full force and effect.

- 1.15** Non-waiver. The failure of either FOUNDATION or CUSTOMER, whether purposeful or otherwise, to exercise in any instance any right, power or privilege (including but not limited to waiver) under this agreement or under law of this agreement shall not constitute a waiver of any other right, power or privilege, nor of the same right, power or privilege in any other instance. Any waiver by FOUNDATION must be in writing.
- 1.16** Relationship of the Parties. Both parties are independent parties and this agreement will not establish any relationship of partnership, joint venture, employment, agency or otherwise. Neither party will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent, except as otherwise expressly provided in this agreement.
- 1.17** Force Majeure. FOUNDATION shall not be liable or deemed to be in default for any delay or failure in performance under this agreement or interruption of Services resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, terrorism, war, strikes, labor disputes, shortages of suitable parts, materials, labor or transportation, or any similar cause beyond the reasonable control of FOUNDATION.

EXHIBIT F

WORK SITE AGREEMENT TEMPLATE

WORK SITE AGREEMENT

Between

[CUSTOMER]

And

[INSERT WORK SITE NAME]

The Agreement below describes the roles and responsibilities of both [CUSTOMER] herein after CUSTOMER and [WORK SITE] herein after WORK SITE, in relation to the placement of Career Catalyst Program PARTICIPANTS (“PARTICIPANTS”) placed at WORK SITE. PARTICIPANTS are employees of the Foundation for California Community Colleges (“FOUNDATION”). FOUNDATION will act as employer of record for the PARTICIPANT and provide all payrolls and associated costs (i.e., workers' compensation, taxes, etc.). The FOUNDATION provides workers' compensation coverage for PARTICIPANTS.

1. WORK SITE Responsibilities

- 1.1 WORK SITE agrees to provide [PARTICIPANT names] (hereafter called “PARTICIPANT”) with the opportunity to work in the capacity of [job title], which will enhance long term employability skills through work exposure (career exploration) and to gain entry level work readiness skills (work maturity) for future employment opportunities. WORK SITE shall train the PARTICIPANT in work maturity skills and work readiness skills and in accordance with the agreed upon workplace competencies (See Attachment A, attached hereto and incorporated by reference, for Training Outline).
- 1.2 WORK SITE shall have the responsibility for the day-to-day control and supervision of PARTICIPANTS and must provide PARTICIPANT with supervision, training, and work assignments in accordance with the job description.
- 1.3 WORK SITE shall allow for monitoring visits by representatives of the FOUNDATION and CUSTOMER.
- 1.4 WORK SITE shall notify CUSTOMER and FOUNDATION if any position is subject to any state, federal or local minimum or prevailing wage requirements, or subject to the terms of a collective bargaining agreement prior to PARTICIPANT on-boarding.
- 1.5 WORK SITE shall not entrust PARTICIPANTS with the care of unattended premises, or unsupervised custody or control of cash, credit cards, valuables, or other similar property without the prior written approval of the FOUNDATION.

- 1.6 WORK SITE shall ensure PARTICIPANTS receive meal and rest breaks in compliance with both California Law and the FOUNDATION's Policy and Procedures manual. WORK SITE agrees to accurately track and provide to CUSTOMER and FOUNDATION a time record for all hours worked by each PARTICIPANT on a bi-weekly basis. The time record shall include all of the PARTICIPANT's start and end times, as well as meal period and rest breaks. WORK SITE will be responsible for ensuring PARTICIPANT's enter and approve accurate timesheets. Billed rates will be increased to reflect overtime hours worked and meal period premiums according to state or local law.
- 1.7 WORK SITE shall provide the PARTICIPANT with supervision, safety instructions and safety related equipment that is required and/or is reasonable to protect against injury and/or illness while working at the WORK SITE. Where special clothing or equipment is provided to the WORK SITE's employees, the same shall be provided to the PARTICIPANT.
- 1.8 WORK SITE shall ensure that the PARTICIPANT is exposed to all the customary practices of the WORK SITE and the normal requirements of the job, including the WORK SITE's personnel practices and policies.
- 1.9 The PARTICIPANT shall not be permitted to drive a WORK SITE vehicle, his/her own vehicle while conducting business for the WORK SITE (or CUSTOMER), or a CUSTOMER owned vehicle. (This includes a driving trip as simple as going to pick-up the mail, or moving the vehicle to the back lot, etc.).
- 1.10 The WORK SITE shall maintain the confidentiality of any information regarding the PARTICIPANT or his/her immediate family, which may be obtained through application forms, interviews, reports, or any other source.

2. CUSTOMER Responsibilities

- 2.1 CUSTOMER will visit the WORK SITE intermittently, but at least on a monthly basis for the purpose of monitoring this agreement and reviewing PARTICIPANT progress.
- 2.2 CUSTOMER will submit time sheets electronically if possible; otherwise, CUSTOMER will visit the WORK SITE to collect timesheets and submit for payroll processing or submit electronically as a preferred process.
- 2.3 CUSTOMER will provide case management services for the PARTICIPANTS, including managing all employment paperwork and on-boarding of PARTICIPANT.

3. Compliance with Federal, State, and Local Laws

- 3.1 PARTICIPANTS must complete all legally required documentation and provide valid documentation to CUSTOMER prior to beginning paid work experience at the WORK SITE.
- 3.2 WORK SITE shall ensure that PARTICIPANTS who are under the age of 18 do not exceed 8 hours per day or 40 hours per week. If PARTICIPANTS over the age of 18 do exceed 8 hours per day or 40 hours per week, WORK SITE will be responsible for payment of

overtime to the PARTICIPANT. WORK SITE will ensure that no PARTICIPANT exceeds **X hours total**. This number cannot exceed 1000 hours per PARTICIPANT per year unless classified as a Student Assistant with CUSTOMER and FOUNDATION approval.

- 3.3 WORK SITE certifies that it provides a drug-free workplace, required by the California Drug-Free Workplace Act of 1990 (Government Code section 8350 et seq.).
- 3.3 WORK SITE shall comply with all applicable federal, state and local laws and regulations to a safe and accessible work environment, including but not limited to, federal and state Occupational Safety and Health Administration (“OSHA”) laws and regulations, including the recording of workplace injuries on CUSTOMER’s OSHA 300 logs. WORK SITE agrees to provide PARTICIPANTS with new-hire safety orientation and regular safety training and meetings in accordance with Cal-OSHA for the WORK SITE’s industry.
- 3.4 WORK SITE shall comply with the requirements of the Fair Labor Standards Act, the California Labor Code, the California Industrial Wage Orders, Title VII of the Civil Rights Act of 1964, the Fair Employment and Housing Act, the Hatch Act, the Age Discrimination in Employment Act, the Americans with Disabilities Act, Workforce Innovation and Opportunity Act (“WIOA”), and all other federal, state, and local laws and regulations governing the hiring or employment of PARTICIPANT.
 - 3.4.1 If the regulations promulgated pursuant to WIOA are amended or revised, it shall comply with them or will notify CUSTOMER within 30 days after promulgation of the amendments or revision that it cannot so conform.
- 3.5 WORK SITE shall ensure that PARTICIPANTS under the age of 21 will not have access to, distribute, sell, serve, or come in contact with alcohol or tobacco products. For those individuals over age 21, the WORK SITE shall ensure the individual receives proper training for selling, pouring, distributing alcohol and tobacco products. Violation of this policy will result in termination of the WORK SITE agreement.
- 3.6 WORK SITE shall not participate in this program if experiencing abnormal labor conditions such as strikes, lockouts, or layoffs and the work experience PARTICIPANT will dislocate or affect employment or promotional opportunities for the WORK SITE's current or laid-off employees.
- 3.7 WORK SITE and/or the PARTICIPANT shall not be involved in training activities, which assist, promote, or deter union organization.
- 3.8 PARTICIPANT shall not be employed on the construction, operation, or maintenance of any facility as is used or to be used for sectarian instruction, or as a place for religious worship.
- 3.9 WORK SITE management shall inform CUSTOMER immediately if they become aware that there is an employee or other person at the WORK SITE that the work experience candidate may come into contact with that is listed as a Registered Sex Offender.
- 3.10 WORK SITE and CUSTOMER agree to the retention of all required records, as per 29 CFR 95.53, for no less than 3 years following the completion of this agreement.

4. Term, Termination, Waiver, and Modification

- 4.1 The period of this Agreement is from [START DATE] – [END DATE] (“Term”).
- 4.2 CUSTOMER may, in its sole discretion, terminate this Agreement at any time, for any reason, without penalty, and require the removal of the PARTICIPANT from the WORK SITE if determined to be in the PARTICIPANT’s or CUSTOMER’s best interest. The WORK SITE may terminate this Agreement for any reason, without penalty, upon 15 days written notice to CUSTOMER.
- 4.3 No modification or waiver of any provisions of this Agreement or its attachments shall be effective unless such waiver or modification shall be in writing, signed by all parties, and then shall be effective only for the period and on the condition, and for the specific instance for which given

5. Worker’s Compensation and Employment Claims

- 5.1 WORK SITE shall immediately notify CUSTOMER and, if possible, FOUNDATION of any injury and/or Workers’ Compensation Claims related to a PARTICIPANT.
- 5.2 WORK SITE shall promptly report to CUSTOMER and, if possible, FOUNDATION any claims of harassment, discrimination, and/or claims of any violation of law governing the PARTICIPANT’s employment, including allegations or reports of any irregularities or discrepancies by PARTICIPANT.
- 5.3 WORK SITE must secure CUSTOMER and FOUNDATION’s written approval prior to PARTICIPANT’s use of motor vehicles or heavy equipment

6. Insurance and Indemnification

- 6.1 WORK SITE shall maintain insurance as listed below:
- i. Comprehensive commercial general liability, property loss, and personal injury insurance with a combined single limit of no less than one million dollars (\$1,000,000.00) per occurrence; The Commercial General Liability Policy shall name CUSTOMER and Foundation for California Community Colleges, its directors, officers, and employees as Additional Insureds.
 - ii. Workers’ compensation as required under the Workers’ Compensation and Safety Act of the State of California, as amended from time to time for WORK SITE’s employees only (not PARTICIPANTS).
- 6.2 The WORK SITE shall indemnify and hold harmless CUSTOMER, its elected and appointed councils, boards, commissions, officers, agents, and employees from any liability, including attorneys’ fees, for damage or claims for damage for any economic loss or personal injury, including death, as well as for property damage, to the extent caused by intentional or negligent acts or omissions in the performance of services rendered under this Agreement.
- 6.3 WORK SITE shall be liable for and shall indemnify, defend and hold both CUSTOMER and the Foundation for California Community Colleges harmless against any costs, expenses, claims, suites, judgments, loss or damage (including reasonable attorneys’ fees) arising from any and all wage and hour violations or breach of any labor and employment laws brought by a PARTICIPANT due to the fault, willful misconduct, or negligence of the WORK SITE.

7. Notices

7.1 All notices and other communications required or permitted to be given under this agreement, including but not limited to any notice of change of address, must be directed to the following individuals:

CUSTOMER:

[INSERT INFORMATION]

WORK SITE:

[INSERT INFORMATION]

FOUNDATION

Workforce Development
Foundation for California Community Colleges
1102 Q Street, Suite 4800
Sacramento, CA 95811
916-498-6723
careercatalyst@foundationccc.org

The parties each represent and warrant that the signatories below are authorized to sign this agreement on behalf of themselves or the party on whose behalf they execute this agreement.

THE PARTIES HEREBY EXECUTE THIS AGREEMENT with their signature below.

CUSTOMER

WORK SITE

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTACHMENT A to Job Site Agreement

TRAINING OUTLINE:

Job Site Name: []

Total Weeks / Hours: []

Total hours authorized per week: []

Hourly compensation: \$[]

Job Site contact person & phone number: []

Scheduled date of completion: []

SPECIFICS SKILLS TRAINING OUTLINE:

CORE SKILL COMPETENCIES/INDICATORS:

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

TO: **Members of the Governing Board**

SUBJECT: **SUB-AGREEMENTS FOR GO-BIZ DEPARTMENT OF
DEFENSE CASCADE GRANT STUDENT
INTERNSHIPS/FACULTY EXTERNSHIPS**

REQUESTED ACTION:

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

SUMMARY:

As the fiscal agent for the Governor’s Office for Business and Economic Development (GO-Biz) Department of Defense (DoD) CASCADE grant and host of the Statewide Director Business and Entrepreneurship Sector grant, Solano College issued an RFA to select ten colleges to participate in a project to place student interns and faculty externs at DoD Small Business Innovation and Research (SBIR) companies across the state. Board approval is requested for sub-agreements in the amount of \$17,500 each for the following colleges: City College San Francisco, Diablo Valley College, Fullerton College, San Joaquin Delta College, Cuesta College, Mira Costa College, Sierra College, Sacramento City College, Long Beach College, and Moreno Valley College.

Attached is a copy of the standard sub-agreement that will be finalized with each college.

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:81655</i>	<i>Board Policy:3520</i>	<i>Estimated Fiscal Impact:\$175,000 Grant Expense</i>
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SUPERINTENDENT’S RECOMMENDATION: **APPROVAL** **DISAPPROVAL**
 NOT REQUIRED **TABLE**

Charles Eason
State Director, Business & Entrepreneurship

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

ADDRESS

(707) 863-7846

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

VICE PRESIDENT APPROVAL

November 8, 2019

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

November 20, 2019
**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

**GRANT SUB-AGREEMENT BETWEEN
SOLANO COMMUNITY COLLEGE DISTRICT
AND
XXXX COMMUNITY COLLEGE DISTRICT**

This Grant Sub-agreement ("Agreement") is made and entered into as of the 15th day of August, 2019 by and between the Solano Community College District, ("District") and XXXX Community College District ("Contractor"), (together, "Parties").

WHEREAS, The Governor's Office of Business and Economic Development (GO-Biz) and Governor's Office of Planning and Research (OPR) was awarded grant funds from the Department of Defense Office of Economic Adjustment (OEA) for the California Advanced Supply Chain Analysis and Diversification Effort (CASCADE) project, and Solano Community College District entered into agreement #OPR19113 with the California Office of Planning and Research (OPR) as a subrecipient on the Project responsible for Project 13: Cybersecurity Internships/Externships with DoD SBIR/STTR Firms.

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

NOW, THEREFORE, the Parties agree as follows:

1. **Scope of Work.** The Contractor shall conduct a student internship/faculty externship project as further described in the Scope of Work (**Exhibit A**), attached hereto and incorporated herein by this reference ("Services").
2. **Term.** Contractor shall commence providing services under this Agreement on November 21, 2019 and will diligently perform as required and complete performance by December 31, 2020, unless this Agreement is terminated and/or otherwise cancelled prior to that time.
3. **Submittal of Documents.** The Contractor shall not commence the Services under this Agreement until the Contractor has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

<input checked="" type="checkbox"/>	Signed Agreement
<input checked="" type="checkbox"/>	Workers' Compensation Certification
<input checked="" type="checkbox"/>	Insurance Certificates and Endorsements
<input checked="" type="checkbox"/>	W-9 Form
<input type="checkbox"/>	Other: _____

4. **Compensation.** District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed Seventeen Thousand Five Hundred Dollars (\$17,500.00). District shall pay Contractor according to the following terms and conditions:
 - 4.1. Contractor will invoice Solano Community College for \$10,000 upon award and \$7,500 upon completion of the project and submission of the final report (Exhibit B). Payment shall be made within thirty (30) days after the

Contractor submits an invoice to the District.

5. **Expenses.** District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing services for District, except as follows:

- 5.1. Not applicable.

6. **Independent Contractor.** Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees. In the performance of the work herein contemplated, Contractor is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, District being interested only in the results obtained.

7. **Materials.** Contractor shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement, except as follows:

- 7.1. Not applicable.

8. **Performance of Services.**

- 8.1. **Standard of Care.** Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Contractor's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California community college districts.

Contractor shall carefully study and compare all documents, findings, and other instructions and shall at once report to District, in writing, any error, inconsistency, or omission that Contractor or its employees may discover. Contractor shall have responsibility for discovery of errors, inconsistencies, or omissions.

- 8.2. **Meetings.** Contractor and District agree to participate in regular meetings on at least a monthly basis to discuss strategies, timetables, implementations of services, and any other issues deemed relevant to the operation of Contractor's performance of Services.

- 8.3. **District Approval.** The work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.

8.4. **New Project Approval.** Contractor and District recognize that Contractor's Services may include working on various projects for District. Contractor shall obtain the approval of District prior to the commencement of a new project.

9. **Originality of Services.** Except as to standard generic details, Contractor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except that submitted to Contractor by District as a basis for such services.

10. **Copyright/Trademark/Patent.** Contractor understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Contractor consents to use of Contractor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

11. **Audit.** Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Agreement. Contractor shall retain these books, records, and systems of account during the Term of this Agreement and for five (5) years thereafter. Contractor shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Contractor and shall conduct audit(s) during Contractor's normal business hours, unless Contractor otherwise consents.

12. Termination.

12.1. **For Convenience by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three days after the day of mailing, whichever is sooner.

12.2. **For Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

12.2.1. material violation of this Agreement by the Contractor; or

12.2.2. any act by Contractor exposing the District to liability to others for personal injury or property damage; or

12.2.3. Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required services from another Contractor. If the expense, fees, and/or costs to the District exceed the cost of providing the service pursuant to this Agreement, the Contractor shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

13. **Indemnification.** To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold harmless the District, its Governing Board, agents, representatives, officers, Contractors, employees, trustees, and volunteers (the "indemnified parties") from any and all claims arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Contractor. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the indemnified parties.

To the furthest extent permitted by California law, District shall defend, indemnify, and hold harmless the Contractor, its Governing Board, agents, representatives, officers, Contractors, employees, trustees, and volunteers (the "indemnified parties") from any and all claims arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the District. The Contractor shall have the right to accept or reject any legal representation that District proposes to defend the indemnified parties.

14. **Insurance.**

14.1. The Contractor shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

Type of Coverage	Minimum Requirement
Commercial General Liability Insurance , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments Each Occurrence General Aggregate	 \$ 1,000,000 \$ 2,000,000
Automobile Liability Insurance - Any Auto Each Occurrence	\$ 1,000,000

General Aggregate	\$ 2,000,000
Workers Compensation	Statutory Limits
Employer's Liability	\$ 1,000,000

14.1.1. **Commercial General Liability and Automobile Liability**

Insurance. Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect the Contractor, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the District.)

14.1.2. **Workers' Compensation and Employers' Liability Insurance.**

Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Contractor shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

14.2. **Proof of Carriage of Insurance.** The Contractor shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:

14.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."

14.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.

14.2.3. An endorsement stating that the District and its Governing Board, agents, representatives, employees, trustees, officers, Contractors, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Contractor's insurance policies shall be primary to any insurance or self-insurance maintained by District. An endorsement shall also state that there shall be a waiver of any subrogation.

14.2.4. All policies except the Professional Liability, Workers' Compensation Insurance, and Employers' Liability Insurance Policies shall be written on an occurrence form.

14.3. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the District.

15. **Assignment.** The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.

16. **Compliance with Laws.** Contractor shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Contractor shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Contractor observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.

17. **Certificates/Permits/Licenses.** Contractor and all Contractor's employees or agents shall secure and maintain in force such certificates, permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Agreement.

18. **Employment with Public Agency.** Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.

19. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and District policy. In addition, the Contractor agrees to require like compliance by all of its subcontractor(s).

20. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

21. **District's Evaluation of Contractor and Contractor's Employees and/or**

Subcontractors. The District may evaluate the Contractor in any way the District is entitled pursuant to applicable law. The District's evaluation may include, without limitation:

- 21.1. Requesting that District employee(s) evaluate the Contractor and the Contractor's employees and subcontractors and each of their performance.
- 21.2. Announced and unannounced observance of Contractor, Contractor's employee(s), and/or subcontractor(s).

22. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

23. **Confidentiality.** The Contractor and all Contractor's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. Contractor understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

24. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

District:
Solano Community College District
4000 Suisun Valley Rd., Room 151
Fairfield, California 94534
ATTN: Charles Eason

Contractor:
Norcal PTAC
1 Harpst St, House 71
Arcata, CA 95521
ATTN: Kristina Kunkel

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

25. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

26. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the

laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which the District's administrative offices are located.

27. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
28. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
29. **Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included therein.
30. **Authority to Bind Parties.** Neither party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.
31. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
32. **Captions and Interpretations.** Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.
33. **Calculation of Time.** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.
34. **Signature Authority.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authority and empowered to enter into this Agreement.
35. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
36. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

Dated: _____, 20__

Solano Community College District

By: _____

Print Name: Dr. Celia Esposito-Noy

Print Title: Superintendent/President

Dated: _____, 20__

XXXX Community College District

By: _____

Print Name: _____

Print Title: _____

WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.

- By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing satisfactory proof to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

Date: _____

Name of Contractor: _____

Signature: _____

Print Name and Title: _____

(In accordance with Article 5 – commencing at Section 1860, Chapter 1, part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the District prior to performing any Work under this Contract.)

EXHIBIT A
SCOPE OF WORK

Conduct a student internship/faculty externship project as part of the DOD OEA CASCADE Grant Project 13: Cybersecurity Internships/Externships with DoD SBIR/STTR Firms to assist DoD SBIR Phase I, II, III awardees with cybersecurity readiness/compliance and assist the SBIR firms with their commercialization efforts.

Deliverables:

- Develop a work plan by December 31, 2019 outlining the plans to accomplish the following scope of work:
 - Identify two faculty members (one business faculty and one ICT/DM faculty with cybersecurity expertise) to act as faculty coaches and set up process for paying stipend to faculty.
 - Selected faculty extern/coach will attend a faculty conference/orientation meeting planned for February, 2020 and participate in monthly Zoom community of practice meetings hosted by the Statewide Director for Business and Entrepreneurship and Project Coordinator.
 - Recruit a minimum of two students to participate as student interns per DoD SBIR company (Colleges will be provided with a database of SBIR firms interested in student interns).
 - Assist in matching student interns with a minimum of two (2) DoD SBIR companies. This will include securing Career Catalyst Intermediary Agreement and worksite agreement with participating SBIR Firms (See Exhibit C for template).
 - Promote and assist students with enrollment in the college's Work Experience/Work Study course so that students can earn college credit for their work experience as interns.
 - Faculty coach will work with the DoD SBIR companies and students to develop a scope of work for the internship project and then provide guidance and advising to the students in completing the internship project. The internship can be project based or work based. The number of hours for the internship will be determined by DoD SBIR Company and student's availability (up to 240 hours at \$20/hr burdened rate per SBIR company). The internships must be completed by December 31, 2020.
- Submit final report documenting the results and outcomes of the project using provided final report template (Exhibit B).

Project Schedule:

- Work Plan due by December 29, 2019
- Faculty orientation meeting February TBD
- The internships must be completed by December 31, 2020.

Not to Exceed Budget:

Faculty Stipends	\$16,000
Travel for faculty to attend orientation meeting	<u>\$1,500</u>
	Total \$17,500

Exhibit B. Student Internship/Faculty Externship Final Report Template

Submit by email with final invoice, no later than January 30, 2021 to charles.eason@solano.edu

College: _____

Outcomes and results:

A. Use the table below to list the student interns who participated in the project:

Name of Student Intern	Hrs Worked	Work Experience Credits earned	Name of DoD SBIR company and description of internship work

B. Describe any benefits derived by faculty extern/coach from working with the DoD SBIR companies and student interns (for example real world experience that can be brought back and incorporated into the classroom or curriculum).

C. List anecdotal information regarding the success of student internship/faculty externship project:

D. List any extenuating circumstances that prevented you from completing objectives of the project:

E. Describe your three greatest challenges you experienced in completing the internship project:

- 1.
- 2.
- 3.

F. Describe your three greatest successes from the student internship/faculty externship project:

- 1.
- 2.
- 3.

Anything else you wish to add?

Exhibit C. Career Catalyst Intermediary Template Agreement

See attached

Career Catalyst Program Agreement



FOUNDATION *for* CALIFORNIA
COMMUNITY COLLEGES

Agreement No. [Completed by Foundation Contracts Dept.]

Foundation for California Community Colleges, in an effort to support the Career Catalyst program, which provides life-shaping career opportunities for individuals and recruitment solutions for employers by pairing qualified individuals with organizations for work and job training, shall provide services to [contracting entity name], [a California corporation, limited liability company, general partnership, sole proprietor or an individual].

For the purposes of this Agreement the Foundation for California Community Colleges, a California non-profit 501(c)(3) corporation, is referred to as "FOUNDATION" and [entity name] is referred to as "CUSTOMER". The term "PARTICIPANT" shall refer to the individual participating in the Career Catalyst program. And the term "WORK SITE" shall refer to the agency or business where the PARTICIPANT will be placed, where PARTICIPANT will perform his/her job duties. By signing this Agreement, the Parties acknowledge their acceptance of all the terms and conditions in this Agreement and any exhibits attached hereto (collectively the "Agreement").

The term of this Agreement is _____ thru _____

The amount of this Agreement is \$ _____

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

Exhibit A	Services and Deliverables	Pages _____
Exhibit A-1	Customer Guarantees	Pages _____
Exhibit B	Budget & Payment Terms	Pages _____
Exhibit C	Special Terms	Pages _____
Exhibit D	Notices	Pages _____
Exhibit E	General Terms	Pages _____
Exhibit F	Work Site Agreement	Pages _____

THE PARTIES HEREBY EXECUTE THIS AGREEMENT.

CUSTOMER

FOUNDATION FOR CALIFORNIA
COMMUNITY COLLEGES

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

CUSTOMER – second signature, if required

FOUNDATION FOR CALIFORNIA COMMUNITY
COLLEGES – second signature, if required

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

SERVICES AND DELIVERABLES

Agreement No. [Completed by Foundation Contracts Dept.]

FOUNDATION shall provide to CUSTOMER the services as set forth below. CUSTOMER agrees to work closely with FOUNDATION staff and its partners in the performance of Services and shall be available to FOUNDATION's staff and partners at all reasonable times. In providing such services to CUSTOMER, FOUNDATION is not exercising any control over the wages, hours, or working conditions of any PARTICIPANT. CUSTOMER agrees and represents that FOUNDATION and CUSTOMER are not acting as a joint employer with respect to the PARTICIPANTS whom FOUNDATION employs during the period of this Agreement.

1. Foundation Responsibilities

- 1.1. FOUNDATION shall assume responsibility, as the employer of record for the PARTICIPANTS:
- 1.2 FOUNDATION shall be responsible for payment of wages, as reported by CUSTOMER, through the FOUNDATION's payroll, including making the appropriate deductions, withholdings, and premium payments under applicable federal, state, and local laws.
- 1.3 FOUNDATION shall be responsible for providing workers' compensation insurance coverage that covers the PARTICIPANTS, as well as processing and defending all workers' compensation claims made by PARTICIPANTS.
- 1.4 FOUNDATION shall be responsible for managing and tracking PARTICIPANT leaves of absence, as may be required by law.
- 1.5 Upon CUSTOMER's written request, FOUNDATION will conduct a background check for PARTICIPANTS requested by CUSTOMER for an additional fee.

2. Services provided by Foundation

[Customizable to fit need – based on items selected from Menu of Services]

3. Foundation Representative

Human Resources and Payroll Inquiries:

Career Catalyst
Foundation for California Community Colleges
1102 Q Street, Suite 4800
Sacramento, CA 95811
Phone: 888-278-4834
Fax: 916-325-0844
careercatalyst@foundationccc.org

4. PARTICIPANT Job Description

The PARTICIPANT(S) shall perform the following duties:

[CUSTOMER to specify description of duties: should include approving their timesheets]

DRAFT

EXHIBIT A-1

CUSTOMER GUARANTEES

1. Customer Responsibilities

1.1 CUSTOMER shall have the responsibility for the day-to-day control and supervision of PARTICIPANTS and must provide PARTICIPANT with supervision, training, and work assignments in accordance with the WORK SITE request and job description.

1.2 CUSTOMER shall allow for monitoring visits by representatives of the FOUNDATION and shall ensure that WORK SITES will allow for monitoring visits by representatives of the FOUNDATION should the FOUNDATION elect to perform an inspection.

1.3 CUSTOMER will notify FOUNDATION if any position is subject to any state, federal or local minimum or prevailing wage requirements, or subject to the terms of a collective bargaining agreement.

1.4 If PARTICIPANTS will be working at WORK SITES not under the direction and control of CUSTOMER, CUSTOMER shall have a signed "Work Site Agreement" with the WORK SITE. CUSTOMER shall use the Work Site Agreement Template in Exhibit F, attached to this Agreement and herein incorporated by reference, as its Work Site Agreement with each site. FOUNDATION in its sole discretion may deny placement of PARTICIPANTS at any WORK SITE, if FOUNDATION deems the WORK SITE to be unsafe or non-compliant with State, Local, or Federal law.

1.5 Without the prior written agreement of FOUNDATION, CUSTOMER will not entrust PARTICIPANTS with the care of unattended premises, or unsupervised custody or control of cash, credit cards, valuables, or other similar property.

1.6 CUSTOMER shall ensure PARTICIPANTS receive meal and rest breaks in compliance with both California Law and the Foundation's Policy and Procedures manual. CUSTOMER agrees to accurately track and provide to FOUNDATION a time record for all hours worked by each PARTICIPANT on a bi-weekly basis. The time record shall include all of the PARTICIPANT's start and end times, as well as meal period and rest breaks. CUSTOMER will be responsible for ensuring PARTICIPANT's enter and approve accurate timesheets. Billed rates will be increased to reflect overtime hours worked, waiting time penalties, and meal period premiums according to state or local law.

1.7 CUSTOMER will ensure that PARTICIPANTS who are under the age of 18 do not exceed 8 hours per day or 40 hours per week. If PARTICIPANTS over the age of 18 do exceed 8 hours per day or 40 hours per week, Customer will be responsible for payment of overtime to the PARTICIPANT. CUSTOMER will ensure that no PARTICIPANT exceeds **X hours total. This number cannot exceed 1000 hours per PARTICIPANT per fiscal (July- June) year**, unless classified as a Student Assistant with CUSTOMER and FOUNDATION approval.

2. Compliance with Federal, State, and Local Laws

2.1 CUSTOMER must provide all legally required documents prior to PARTICIPANTS start date including, but not limited to: PARTICIPANT Form I-9s and work permits for PARTICIPANTS under the age of 18.

2.2 CUSTOMER shall certify that WORK SITE provides a drug-free workplace, required by the California Drug-Free Workplace Act of 1990 (Government Code section 8350 et seq.).

2.3 CUSTOMER and WORK SITE shall comply with all applicable federal, state and local laws and regulations relating to a safe and accessible work environment, including but not limited to, federal and state Occupational Safety and Health Administration (“OSHA”) laws and regulations, including the recording of workplace injuries on CUSTOMER’s OSHA 300 logs.

2.4 CUSTOMER and WORK SITE shall comply with the requirements of the Fair Labor Standards Act, the California Labor Code, the California Industrial Wage Orders, Title VII of the Civil Rights Act of 1964, the Fair Employment and Housing Act, the Age Discrimination in Employment Act, the Americans with Disabilities Act, and all other federal, state, and local laws and regulations governing the hiring or employment of PARTICIPANT.

3. Worker’s Compensation and Employment Claims

3.1 CUSTOMER shall immediately notify FOUNDATION of any injury and/or Workers’ Compensation Claims related to a PARTICIPANT.

3.2 CUSTOMER shall promptly report to FOUNDATION any claims of harassment, discrimination, and/or claims of any violation of law governing the PARTICIPANT’s employment, including allegations or reports of any irregularities or discrepancies by PARTICIPANT.

3.3 CUSTOMER shall notify the FOUNDATION if a PARTICIPANT will be allowed to operate any motor vehicle or heavy equipment at any time as part of his/her work/training activities. CUSTOMER must secure FOUNDATION’s written approval prior to PARTICIPANT’s use of motor vehicles or heavy equipment.

EXHIBIT B

BUDGET & PAYMENT TERMS

1. Compensation

The total fee to be paid to FOUNDATION by CUSTOMER for the Services shall be \$[*contract value*], including applicable taxes. CUSTOMER will be responsible for all costs incurred by PARTICIPANTS under this Agreement. If PARTICIPANTS incur costs that exceed the contract value, CUSTOMER is responsible for those costs. These costs include any cost the FOUNDATION is obligated to pay PARTICIPANTS under State, Local, or Federal law.

2. Invoicing and Payment

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, CUSTOMER agrees to compensate FOUNDATION for actual expenditures incurred in accordance with the rates specified herein.
- B. Itemized invoices shall be submitted via email on a bi-weekly basis to:

NAME
EMAIL
DEPT/UNIT (IF APPLICABLE)
STREET
CITY, STATE ZIP

3. Billing Rate

CUSTOMER will be invoiced biweekly and will pay FOUNDATION based upon a specified billing rate, which is composed of the following:

- A. CUSTOMER is billed for the PARTICIPANT's hourly rate, including any overtime or premium payments owed to the PARTICIPANT plus employer payroll taxes (Reference budget). The actual percentage for employer tax is determined based upon assigned workers compensation codes;
- B. CUSTOMER is billed a 15% mark-up of the total costs described in Section 2A above, to cover administrative and payroll fees associated with facilitating the Payroll Services;
- C. CUSTOMER is billed a \$100 onboarding fee per PARTICIPANT, which is invoiced at the time of hire.
- D. Depending on the location and size of the project members will be billed for additional travel expenses, time, and materials needed to train staff, onboard PARTICIPANT's, and perform WORK SITE visits. All charges will be agreed upon before the program begins; and
- E. CUSTOMER is responsible for compensating the FOUNDATION for any services performed or benefit cost incurred that are not listed in Exhibit A of the Agreement but are required under local, State and Federal law.

EXHIBIT C

SPECIAL TERMS

1. Term, Termination, Stop Work Notice

- 1.1 Term. The period of this Agreement is from the Effective Date to [Month Day, Year] (“Term”), or until all funds due to FOUNDATION under this agreement have been paid and all terms and conditions have been satisfied.
- 1.2 Termination for Convenience. Either party shall have the right to terminate this agreement for any reason or no reason, without penalty, at any time by providing the other party with written notice of termination at least thirty (30) calendar days in advance.
- 1.3 Termination for Cause. Either party shall have the right to terminate this agreement, without penalty, immediately should the other party be found to be in material breach of this agreement.
- 1.4 Procedures at Termination. Either party must cease or reduce work immediately upon receiving the notice of termination or as required by the written notice and take all steps possible to mitigate losses. CUSTOMER shall be liable to FOUNDATION for all wages and costs authorized under this agreement up until the effective date of termination and shall make payment to FOUNDATION upon receipt of a final invoice.

2. Insurance and Indemnification

2.1 Insurance. CUSTOMER, at CUSTOMER’s sole cost and expense, will obtain, keep in force, and maintain insurance as listed below. Coverages required will not limit any liability of CUSTOMER and will include:

- Commercial General Liability Insurance with a combined single limit of no less than \$1 million per occurrence. This policy shall name FOUNDATION, its directors, officers, and employees as Additional Insureds;
- Employment Practices Liability Insurance covering liability arising from any error, omission, negligent or wrongful act of the CUSTOMER, its officers or employees with limits of not less than \$1 million per occurrence and \$2 million aggregate. This policy shall name FOUNDATION, its directors, officers, and employees as Additional Insureds; and
- Workers’ Compensation Insurance, for CUSTOMER’s employees, as required under the Workers’ Compensation and Safety Act of the State of California, as amended from time to time.

Insurances required by this Agreement shall contain a thirty (30) day notice of cancellation provision. CUSTOMER shall transmit all certificates of insurance, including the additional insured endorsement, to the FOUNDATION, within 15 days of CUSTOMER’s execution of this Agreement. All insurance required to be carried by CUSTOMER and/or Indemnitor shall be primary, and not contributory, to any insurance carried by FOUNDATION. Any failure of FOUNDATION to require Certificates of Insurance and Additional Insured endorsements shall not operate as a waiver of these requirements.

2.2 Indemnification. FOUNDATION shall be liable for and shall indemnify and hold CUSTOMER harmless against any costs, expenses, claims, suits, judgments, loss or damage (including reasonable attorneys' fees) arising from the fault or negligence of FOUNDATION, its officers, employees, agents, subcontractors and representatives, in performance of the Services under this Agreement.

CUSTOMER shall be liable for and shall indemnify and hold FOUNDATION harmless against any costs, expenses, claims, suits, judgments, loss or damage (including reasonable attorneys' fees) arising from the fault or negligence of CUSTOMER or WORKSITE, their officers, employees, agents, subcontractors and representatives, arising from their responsibilities under this Agreement, including but not limited to the CUSTOMER guarantees described in Exhibit A-1.

DRAFT

EXHIBIT D

NOTICES

Notices

All notices and other communications required or permitted to be given under this Agreement, including but not limited to any notice of change of address, must be directed to the following individuals:

FOUNDATION:

PROGRAM DIRECTOR (All Programmatic Issues):

Tim Aldinger
Director, Workforce Development
Foundation for California Community Colleges
1102 Q Street, Suite 4800
Sacramento, CA 95811
916-491-4499
taldinger@foundationccc.org

CONTRACTS (Contracts Issues Only, including but not limited to Contract Notices):

Contracts Department
Foundation for California Community Colleges
1102 Q Street, Suite 4800
Sacramento, CA 95811
contracts@foundationccc.org

CUSTOMER:

CUSTOMER's Name/Title
Company
Address
City, State Zip
Phone Number
Email Address

All notices shall be in writing and shall be emailed, personally delivered, certified mail, postage prepaid and return receipt requested, or by overnight courier service. Notice shall be deemed effective on the date emailed, personally delivered, or if mailed, five (5) days after deposit of the same in the custody of the United States Postal Service or overnight courier service.

EXHIBIT E

GENERAL TERMS

1. General Terms

- 1.1 Captions and Interpretation. Paragraph headings in this agreement are used solely for convenience and shall be wholly disregarded in the construction of this agreement. Paragraph headings shall not be deemed to define, limit or extend the scope or intent of the paragraphs to which they appertain.
- 1.2 Assignment and Delegation. This agreement may not be assigned or otherwise transferred by either party without the prior written consent of the other party; however, either party will have the right to assign its rights and obligations under this agreement in connection with a merger, acquisition, or sale transfer of substantially all of its assets. Any assignment not in accordance with this paragraph is void.
- 1.3 Anti-lobbying. FOUNDATION shall not use any part of the funds rendered for Services to directly or indirectly pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a political candidate for public office or a Member of Congress, a jurisdiction, or an official of any government, or to favor, adopt, or oppose, by vote or otherwise, any legislation.
- 1.4 Non-Discrimination. FOUNDATION shall not discriminate in the provision of services, benefits, employment, facilities or otherwise because of race, color, ancestry, religion, creed, national origin, sex, age, sexual orientation, physical or mental disability, medical condition, marital status, denial of family care leave or on the basis of any other protected category as provided by federal, state and/or local laws. CUSTOMER shall comply with the provisions of the Fair Employment and Housing Act (California Government Code §12990(a)-(f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, §7285 et. seq.)
- 1.5 Debarment and/or Suspension. CUSTOMER shall comply with Executive Order 12549, Debarment and Suspension. CUSTOMER represents and warrants that CUSTOMER is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency or any California state department or agency.
- 1.6 Entire Agreement. This agreement constitutes the entire, complete, final and exclusive agreement between the parties with respect to the subject matter hereof and supersedes and replaces any and all prior and contemporaneous communications between the parties regarding such subject matter. Any terms and conditions which are additional to or different from the terms and conditions of this agreement are hereby deemed rejected by FOUNDATION and shall not be of any effect or in any way binding upon FOUNDATION. To the extent that the terms and conditions of this agreement conflict with, or are in any way inconsistent with, the terms and conditions of any exhibit hereto, the terms and conditions of this agreement will prevail.

- 1.7 Modification of Agreement. This agreement may be modified only by a written agreement dated subsequent to this agreement and signed by authorized representatives of each party. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.
- 1.8 Law to Govern; Venue. This agreement is made under and will be governed by and construed in accordance with the laws of the State of California. Any litigation resulting from a dispute or claim arising under or relating to this agreement shall be resolved in a state or federal court in Sacramento, California. The parties specifically submit to the personal jurisdiction and subject matter jurisdiction of the state and federal courts located in Sacramento, California. The prevailing party in any action relating to breach or enforcement of this agreement shall be entitled to their reasonable attorneys' fees and costs
- 1.9 Time is of the Essence. Time is of the essence with respect to all provisions of this agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this agreement.
- 1.10 Construction of Agreement. Both parties have participated in the negotiation and drafting of this agreement. Therefore, the terms and conditions of this agreement shall not be construed against either party as the drafting party.
- 1.11 Confidentiality. CUSTOMER shall not, directly or indirectly, use, make available, sell, disclose or otherwise communicate to any third party, other than in CUSTOMER's assigned duties and for the benefit of FOUNDATION, any of FOUNDATION's Confidential Information, either during or after CUSTOMER's relationship with FOUNDATION. Subject to applicable federal, state and local law, including but not limited to the Richard McKee Transparency Act of 2011, Confidential Information is to be broadly defined, and includes but may not be limited to all information that has or could have commercial value or other utility in the business in which FOUNDATION is engaged or contemplates engaging, and all information of which the unauthorized disclosure could be detrimental to the interests of FOUNDATION, whether or not such information is identified as Confidential Information by FOUNDATION. This paragraph shall survive the expiration or early termination of this agreement.
- 1.12 Execution of this Agreement. The Parties agree that this agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which together shall constitute one and the same instrument, and that a photocopy or facsimile may serve as an original. If this agreement is executed in counterparts, no signatory hereto shall be bound until both the parties have fully executed a counterpart of this agreement.
- 1.13 Authority to Bind. The parties each represent and warrant that the signatories below are authorized to sign this agreement on behalf of themselves or the party on whose behalf they execute this agreement.
- 1.14 Severability. If any part of this agreement is found invalid or unenforceable, that part will be amended to achieve, as nearly as possible, the same economic effect as the original provision and the remainder of this agreement will remain in full force and effect.

- 1.15** Non-waiver. The failure of either FOUNDATION or CUSTOMER, whether purposeful or otherwise, to exercise in any instance any right, power or privilege (including but not limited to waiver) under this agreement or under law of this agreement shall not constitute a waiver of any other right, power or privilege, nor of the same right, power or privilege in any other instance. Any waiver by FOUNDATION must be in writing.
- 1.16** Relationship of the Parties. Both parties are independent parties and this agreement will not establish any relationship of partnership, joint venture, employment, agency or otherwise. Neither party will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent, except as otherwise expressly provided in this agreement.
- 1.17** Force Majeure. FOUNDATION shall not be liable or deemed to be in default for any delay or failure in performance under this agreement or interruption of Services resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, terrorism, war, strikes, labor disputes, shortages of suitable parts, materials, labor or transportation, or any similar cause beyond the reasonable control of FOUNDATION.

EXHIBIT F

WORK SITE AGREEMENT TEMPLATE

WORK SITE AGREEMENT

Between

[CUSTOMER]

And

[INSERT WORK SITE NAME]

The Agreement below describes the roles and responsibilities of both [CUSTOMER] herein after CUSTOMER and [WORK SITE] herein after WORK SITE, in relation to the placement of Career Catalyst Program PARTICIPANTS (“PARTICIPANTS”) placed at WORK SITE. PARTICIPANTS are employees of the Foundation for California Community Colleges (“FOUNDATION”). FOUNDATION will act as employer of record for the PARTICIPANT and provide all payrolls and associated costs (i.e., workers' compensation, taxes, etc.). The FOUNDATION provides workers' compensation coverage for PARTICIPANTS.

1. WORK SITE Responsibilities

- 1.1 WORK SITE agrees to provide [PARTICIPANT names] (hereafter called “PARTICIPANT”) with the opportunity to work in the capacity of [job title], which will enhance long term employability skills through work exposure (career exploration) and to gain entry level work readiness skills (work maturity) for future employment opportunities. WORK SITE shall train the PARTICIPANT in work maturity skills and work readiness skills and in accordance with the agreed upon workplace competencies (See Attachment A, attached hereto and incorporated by reference, for Training Outline).
- 1.2 WORK SITE shall have the responsibility for the day-to-day control and supervision of PARTICIPANTS and must provide PARTICIPANT with supervision, training, and work assignments in accordance with the job description.
- 1.3 WORK SITE shall allow for monitoring visits by representatives of the FOUNDATION and CUSTOMER.
- 1.4 WORK SITE shall notify CUSTOMER and FOUNDATION if any position is subject to any state, federal or local minimum or prevailing wage requirements, or subject to the terms of a collective bargaining agreement prior to PARTICIPANT on-boarding.
- 1.5 WORK SITE shall not entrust PARTICIPANTS with the care of unattended premises, or unsupervised custody or control of cash, credit cards, valuables, or other similar property without the prior written approval of the FOUNDATION.

- 1.6 WORK SITE shall ensure PARTICIPANTS receive meal and rest breaks in compliance with both California Law and the FOUNDATION's Policy and Procedures manual. WORK SITE agrees to accurately track and provide to CUSTOMER and FOUNDATION a time record for all hours worked by each PARTICIPANT on a bi-weekly basis. The time record shall include all of the PARTICIPANT's start and end times, as well as meal period and rest breaks. WORK SITE will be responsible for ensuring PARTICIPANT's enter and approve accurate timesheets. Billed rates will be increased to reflect overtime hours worked and meal period premiums according to state or local law.
- 1.7 WORK SITE shall provide the PARTICIPANT with supervision, safety instructions and safety related equipment that is required and/or is reasonable to protect against injury and/or illness while working at the WORK SITE. Where special clothing or equipment is provided to the WORK SITE's employees, the same shall be provided to the PARTICIPANT.
- 1.8 WORK SITE shall ensure that the PARTICIPANT is exposed to all the customary practices of the WORK SITE and the normal requirements of the job, including the WORK SITE's personnel practices and policies.
- 1.9 The PARTICIPANT shall not be permitted to drive a WORK SITE vehicle, his/her own vehicle while conducting business for the WORK SITE (or CUSTOMER), or a CUSTOMER owned vehicle. (This includes a driving trip as simple as going to pick-up the mail, or moving the vehicle to the back lot, etc.).
- 1.10 The WORK SITE shall maintain the confidentiality of any information regarding the PARTICIPANT or his/her immediate family, which may be obtained through application forms, interviews, reports, or any other source.

2. CUSTOMER Responsibilities

- 2.1 CUSTOMER will visit the WORK SITE intermittently, but at least on a monthly basis for the purpose of monitoring this agreement and reviewing PARTICIPANT progress.
- 2.2 CUSTOMER will submit time sheets electronically if possible; otherwise, CUSTOMER will visit the WORK SITE to collect timesheets and submit for payroll processing or submit electronically as a preferred process.
- 2.3 CUSTOMER will provide case management services for the PARTICIPANTS, including managing all employment paperwork and on-boarding of PARTICIPANT.

3. Compliance with Federal, State, and Local Laws

- 3.1 PARTICIPANTS must complete all legally required documentation and provide valid documentation to CUSTOMER prior to beginning paid work experience at the WORK SITE.
- 3.2 WORK SITE shall ensure that PARTICIPANTS who are under the age of 18 do not exceed 8 hours per day or 40 hours per week. If PARTICIPANTS over the age of 18 do exceed 8 hours per day or 40 hours per week, WORK SITE will be responsible for payment of

overtime to the PARTICIPANT. WORK SITE will ensure that no PARTICIPANT exceeds **X hours total**. This number cannot exceed 1000 hours per PARTICIPANT per year unless classified as a Student Assistant with CUSTOMER and FOUNDATION approval.

- 3.3 WORK SITE certifies that it provides a drug-free workplace, required by the California Drug-Free Workplace Act of 1990 (Government Code section 8350 et seq.).
- 3.3 WORK SITE shall comply with all applicable federal, state and local laws and regulations to a safe and accessible work environment, including but not limited to, federal and state Occupational Safety and Health Administration (“OSHA”) laws and regulations, including the recording of workplace injuries on CUSTOMER’s OSHA 300 logs. WORK SITE agrees to provide PARTICIPANTS with new-hire safety orientation and regular safety training and meetings in accordance with Cal-OSHA for the WORK SITE’s industry.
- 3.4 WORK SITE shall comply with the requirements of the Fair Labor Standards Act, the California Labor Code, the California Industrial Wage Orders, Title VII of the Civil Rights Act of 1964, the Fair Employment and Housing Act, the Hatch Act, the Age Discrimination in Employment Act, the Americans with Disabilities Act, Workforce Innovation and Opportunity Act (“WIOA”), and all other federal, state, and local laws and regulations governing the hiring or employment of PARTICIPANT.
 - 3.4.1 If the regulations promulgated pursuant to WIOA are amended or revised, it shall comply with them or will notify CUSTOMER within 30 days after promulgation of the amendments or revision that it cannot so conform.
- 3.5 WORK SITE shall ensure that PARTICIPANTS under the age of 21 will not have access to, distribute, sell, serve, or come in contact with alcohol or tobacco products. For those individuals over age 21, the WORK SITE shall ensure the individual receives proper training for selling, pouring, distributing alcohol and tobacco products. Violation of this policy will result in termination of the WORK SITE agreement.
- 3.6 WORK SITE shall not participate in this program if experiencing abnormal labor conditions such as strikes, lockouts, or layoffs and the work experience PARTICIPANT will dislocate or affect employment or promotional opportunities for the WORK SITE's current or laid-off employees.
- 3.7 WORK SITE and/or the PARTICIPANT shall not be involved in training activities, which assist, promote, or deter union organization.
- 3.8 PARTICIPANT shall not be employed on the construction, operation, or maintenance of any facility as is used or to be used for sectarian instruction, or as a place for religious worship.
- 3.9 WORK SITE management shall inform CUSTOMER immediately if they become aware that there is an employee or other person at the WORK SITE that the work experience candidate may come into contact with that is listed as a Registered Sex Offender.
- 3.10 WORK SITE and CUSTOMER agree to the retention of all required records, as per 29 CFR 95.53, for no less than 3 years following the completion of this agreement.

4. Term, Termination, Waiver, and Modification

- 4.1 The period of this Agreement is from [START DATE] – [END DATE] (“Term”).
- 4.2 CUSTOMER may, in its sole discretion, terminate this Agreement at any time, for any reason, without penalty, and require the removal of the PARTICIPANT from the WORK SITE if determined to be in the PARTICIPANT’s or CUSTOMER’s best interest. The WORK SITE may terminate this Agreement for any reason, without penalty, upon 15 days written notice to CUSTOMER.
- 4.3 No modification or waiver of any provisions of this Agreement or its attachments shall be effective unless such waiver or modification shall be in writing, signed by all parties, and then shall be effective only for the period and on the condition, and for the specific instance for which given

5. Worker’s Compensation and Employment Claims

- 5.1 WORK SITE shall immediately notify CUSTOMER and, if possible, FOUNDATION of any injury and/or Workers’ Compensation Claims related to a PARTICIPANT.
- 5.2 WORK SITE shall promptly report to CUSTOMER and, if possible, FOUNDATION any claims of harassment, discrimination, and/or claims of any violation of law governing the PARTICIPANT’s employment, including allegations or reports of any irregularities or discrepancies by PARTICIPANT.
- 5.3 WORK SITE must secure CUSTOMER and FOUNDATION’s written approval prior to PARTICIPANT’s use of motor vehicles or heavy equipment

6. Insurance and Indemnification

- 6.1 WORK SITE shall maintain insurance as listed below:
- i. Comprehensive commercial general liability, property loss, and personal injury insurance with a combined single limit of no less than one million dollars (\$1,000,000.00) per occurrence; The Commercial General Liability Policy shall name CUSTOMER and Foundation for California Community Colleges, its directors, officers, and employees as Additional Insureds.
 - ii. Workers’ compensation as required under the Workers’ Compensation and Safety Act of the State of California, as amended from time to time for WORK SITE’s employees only (not PARTICIPANTS).
- 6.2 The WORK SITE shall indemnify and hold harmless CUSTOMER, its elected and appointed councils, boards, commissions, officers, agents, and employees from any liability, including attorneys’ fees, for damage or claims for damage for any economic loss or personal injury, including death, as well as for property damage, to the extent caused by intentional or negligent acts or omissions in the performance of services rendered under this Agreement.
- 6.3 WORK SITE shall be liable for and shall indemnify, defend and hold both CUSTOMER and the Foundation for California Community Colleges harmless against any costs, expenses, claims, suites, judgments, loss or damage (including reasonable attorneys’ fees) arising from any and all wage and hour violations or breach of any labor and employment laws brought by a PARTICIPANT due to the fault, willful misconduct, or negligence of the WORK SITE.

7. Notices

7.1 All notices and other communications required or permitted to be given under this agreement, including but not limited to any notice of change of address, must be directed to the following individuals:

CUSTOMER:

[INSERT INFORMATION]

WORK SITE:

[INSERT INFORMATION]

FOUNDATION

Workforce Development
Foundation for California Community Colleges
1102 Q Street, Suite 4800
Sacramento, CA 95811
916-498-6723
careercatalyst@foundationccc.org

The parties each represent and warrant that the signatories below are authorized to sign this agreement on behalf of themselves or the party on whose behalf they execute this agreement.

THE PARTIES HEREBY EXECUTE THIS AGREEMENT with their signature below.

CUSTOMER

WORK SITE

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTACHMENT A to Job Site Agreement

TRAINING OUTLINE:

Job Site Name: []

Total Weeks / Hours: []

Total hours authorized per week: []

Hourly compensation: \$[]

Job Site contact person & phone number: []

Scheduled date of completion: []

SPECIFICS SKILLS TRAINING OUTLINE:

CORE SKILL COMPETENCIES/INDICATORS:

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: EMERGENCY CLOSURE RESOLUTION - GENERAL
CHILD CARE & DEVELOPMENT PROGRAM (CCTR)
AND CALIFORNIA STATE PRESCHOOL PROGRAM
(CSPP)

REQUESTED ACTION:

Information OR Approval
 Consent OR Non-Consent

SUMMARY:

The California Education Code section 8271 provides against loss of funds for days of operation or child days of attendance for conditions such as the recent campus closure due to the PG&E power outage. In the event that operating agencies are unable to operate due to circumstances beyond the control of the operating agency, such programs shall not be penalized for incurred program expenses nor in subsequent annual budget allocations.

CONTINUED ON NEXT PAGE:

STUDENT SUCCESS IMPACT:

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

Ed. Code: 8271 Board Policy: Estimated Fiscal Impact: \$16,388.00 *Paid to District

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Robert V. Diamond
Vice President, Finance and Administration

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7209

TELEPHONE NUMBER

Robert V. Diamond, Finance and Administration

VICE PRESIDENT APPROVAL

November 08, 2019

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

November 20, 2019

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: **Members of the Governing Board**

SUBJECT: **EMERGENCY CLOSURE RESOLUTION-GENERAL
CHILD CARE & DEVELOPMENT PROGRAM (CCTR) &
CALIFORNIA STATE PRESCHOOL PROGRAM (CSPP)**

REQUESTED ACTION:

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

SUMMARY:

CONTINUED FROM PREVIOUS PAGE:

The Solano Community College Early Learning Center closed for the entire school day on October 9th and 10th. As a result of the cancellation of services, Board approval is requested to adopt a resolution that describes the nature of the emergency closure so that the District will not lose any funding from the California Department of Education child care contracts (CCTR-9283 and CSPP-9607). The adopted resolution will enable the District to claim reimbursable attendance in the amount of \$16,388.00 for the days of the closure.

EMERGENCY CLOSURE RESOLUTION

RESOLUTION

BE IT RESOLVED that the Governing Board of **Solano Community College** authorizes *the temporary closure of the child development center on the Fairfield campus October 9th and 10th due to the PG&E power outage. Child development services provided by contracts CCTR-9283 and CSPP-9607 were temporarily suspended for the entire day October 9th and October 10th.*

The daily attendance for both certified and non-certified children for the full week prior to the temporary closure was:

	<u>CCTR</u>	<u>CSPP</u>
Monday	21	68
Tuesday	20	70
Wednesday	21	66
Thursday	22	66
Friday	20	65

NAME

TITLE

SIGNATURE

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

PASSED AND ADOPTED THIS 20th day of November 2019, by the

Governing Board of **Solano Community College** of Solano County, in the State of California.

I, Celia Esposito-Noy Clerk of the Governing Board of **Solano Community College**, of Solano 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 regular 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)

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: FACILITIES MASTER PLAN UPDATE - GENSLER

REQUESTED ACTION:

- Information OR Approval
 Consent OR Non-Consent

SUMMARY:

An update on the Facilities Master Plan will be presented by Gensler.

STUDENT SUCCESS IMPACT:

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

<i>Ed. Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact: N/A</i>
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SUPERINTENDENT'S RECOMMENDATION:

- APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

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

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 864-7000

TELEPHONE NUMBER

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

VICE PRESIDENT APPROVAL

November 8, 2019

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

November 20, 2019

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**