

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

TO: MEMBERS OF THE GOVERNING BOARD

SUBJECT: CONSENT CALENDAR - HUMAN RESOURCES

REQUESTED ACTION: APPROVAL

EMPLOYMENT 2022-2023

Regular Assignment

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Erika Chuatakoon	Student Services Assistant II – Financial Aid	09/12/2022
Brittani Conner	Student Services Assistant II – Financial Aid	09/12/2022

Change in Assignment

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Danielle Gonzalez	From Facilities Operation Assistant to Administrative Assistant IV-Liberal Arts	09/01/2022
Oscar Gonzalez	From Grounds Maintenance Technician to General Maintenance Worker	09/01/2022
Haylee Jackson Barajas	From Administrative Assistant IV (10-Month) – Mathematics and Science to Administrative Assistant IV (12-Month) – Mathematics and Science	09/01/2022
Osati Tarbell-Deocampo	From Early Learning Center Assistant to Early Learning Center Specialist	09/01/2022

Salvatore Abbate
Human Resources

August 26, 2022

Date Submitted

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

September 7, 2022

Date Approved

Part-Time Adjunct Assignment

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Cheryl Martucci	Adjunct Instructor – CIS Programming (not to exceed 67%)	08/11/22 – 12/16/22
Justin Santich-Hughes	Adjunct Instructor – Athletics (not to exceed 67%)	09/08/22 – 12/16/22
Gildardo Villarruel	Adjunct Instructor – Athletics (not to exceed 67%)	09/08/22 – 12/16/22
Lauryn Zabat	Adjunct Instructor – Athletics (not to exceed 67%)	09/08/22 – 12/16/22

Short-Term/Temporary/Substitute

<u>Name</u>	<u>Assignment</u>	<u>Fund/Grant</u>	<u>Effective</u>	<u>Amount</u>
Janelle Barrera	Special Project - Applied Music Flute Instruction	General Fund	09/08/22 - 12/09/22	\$50.00/hr.
Max Baluyev	Special Project - Applied Music Violin Instruction	General Fund	09/08/22 - 12/09/22	\$50.00/hr.
Daymon Clark Jr.	Theatre Event Technician	General Fund	08/12/22 – 06/20/23 (Revised)	\$17.25/hr.
Jessica Fleshman	Program Administration – EMT	General Fund	09/01/22 – 09/30/22	\$1,091.00 (Lump Sum)
Trevor Hall	Special Project - Applied Music Percussion Instruction	General Fund	09/08/22 - 12/09/22	\$50.00/hr.
Henry Ingle	Non-Sworn Public Safety Officer	General Fund	09/08/22 - 06/30/23	\$26.00/hr.
Angel Iqueda	Program Administration – EMT	General Fund	09/01/22 – 09/30/22	\$64.65/hr.
Pernille Kelm	Athletics - Assistant Coach - Soccer	General Fund	07/25/22 - 08/04/22 (revised)	\$22.00/hr.
Samuel Lenjik	Athletic Assistant (Game Management)	General Fund	08/18/22 - 05/31/23 (revised)	\$15.68/hr.
Stephen Lepera	Clinical Simulation Center Instructor	Nursing Program Support	08/08/22 – 06/30/23	\$66.67/hr.
Rene Lindsey	Clerical Specialist - Veterans Resource Center	Veterans Resource Center On-going Funding	07/01/22 - 06/30/23	\$15.88/hr.
Leilani Lobo	Theatre Event Technician	General Fund	08/12/22 – 06/20/23 (Revised)	\$17.25/hr.

Short-Term/Temporary/Substitute (continued)

<u>Name</u>	<u>Assignment</u>	<u>Fund/Grant</u>	<u>Effective</u>	<u>Amount</u>
Katie Mc Coy	Clerical Specialist - Library	General Fund	09/12/22 - 06/30/23	\$16.59/hr.
Tyara Minnis	Production Assistant - Stage Manager	General Fund	09/08/22 - 12/07/22	\$15.75/hr.
Sally Morales Rosa	ELC Specialist	Child Start	09/08/22 – 06/30/23	\$19.75/hr.
Douglas Mungin	Forensics Coach – Lead	General Fund	08/15/22 – 12/16/22	\$1,000/mo.
John Perez	Summer/Fall Canvas Management	CARES/HEERF	07/01/22 – 08/14/22	\$15,000.00 (Lump Sum)
Lorena Perez	Administrative Assistant III - COVID Caseworker (revised)	General Fund	07/01/22 - 06/30/23	\$18.10/hr.
Trey Reeves	Production Assistant - Props, Set, Sound	General Fund	09/08/22 - 12/07/22	\$15.75/hr.
Michele Rivard	Special Project - Applied Music Voice Instruction	General Fund	09/08/22 - 12/09/22	\$50.00/hr.
Rafael Rovira	AAMP - Outreach Specialist - Athletics	SEA Fund	09/08/22 - 05/31/23	\$19.75/hr.
Kyle Stafford	Kinesiology Tutor	General Fund	08/23/22 - 06/30/23	\$16.75/hr.
Janene Whitesell	Forensics Coach	General Fund	08/15/22 – 12/16/22	\$750/mo.

District Resignation

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Parichat Calderon	Food Program Asst (Cook) – Early Learning Center 6 months service at SCC	07/21/2022 (Updated)
Henry Ingle	Non-Sworn Public Safety Officer 2 months of service at SCC	08/04/2022
Lauryn Zabat	Kinesiology/Athletic Assistant 11 months of service at SCC	08/05/2022 (Updated)

Volunteer Assignment

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Deborah Baskin	Wellness Counselor (through JFK University MOU)	09/08/22 – 06/30/23
Carlos Javier Sanchez	Wellness Counselor (through JFK University MOU)	09/08/22 – 06/30/23

**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

**Superintendent-President
Celia Esposito-Nov Ed.D.**

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Brian Beatty	Hy Flex Keynote and Design Discussion at Fall Flex.	August 12, 2022- August 12, 2022	Not to exceed \$1,000.00

**Finance and Administration
Susan Wheat Vice President**

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Charlotte McKeown Dba/Life Support Network	CPR & AED Training (Life Support Network is a non-profit organization).	September 1, 2022- October 2, 2022	Not to exceed \$4,320.00

Susan Wheat	Celia Esposito-Noy, Ed.D.
Vice President, Finance & Administration	Superintendent-President
August 26, 2022	September 7, 2022
Date Submitted	Date Approved

**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

Student Services
Lisa Neelev, Vice President

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Daisey Segovia	This agreement covers the early stages of a larger, more comprehensive study of the relationships among student profiles, course taking patterns in the first semester, course success, and retention to the second semester. Work may include: Developing profiles of typical types of incoming students (Ed Goal; majors; FT vs. PT; Recent HS grad vs. returning; HS GPA); Identifying which student profiles associate stronger with first semester success; Identifying GE and CTE courses with high pass rates in general and among first semester students; Seeking to identify possible alignment between student profiles for first semester course recommendations.	September 8, 2022- December 31, 2022	Not to exceed \$10,000.00

**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

**Student Services
Lisa Neeley, Vice President**

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Pati Navalta	Contractor will provide a 20-minute keynote presentation; readings from The Oracles: My Filipino Grandparents in America; engagement with students, faculty & community in conversations around the book; participate in Q&A; & book signing on October 13, 2022.	October 13, 2022 – October 12, 2022	Not to exceed \$1,000.00
Ovidilio Vasquez Dba/ Ovi Inspires Consulting, LLC	Contractor will provide 45 minute workshop (Virtual/in person) to students & faculty during Undocumented Student Action Week on October 20, 2022 focused on support of undocumented/first generation students and equity in the classroom.	October 20, 2022 – October 20, 2022	Not to exceed \$3,750.00

**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 Ph.D., Vice President

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Theresa Armstrong	Contractor will design & build set and provide services as Set Designer for Fall 2022 play Pinned Butterfly.	September 8, 2022 – October 2, 2022	Not to exceed \$800.00
Christian Alvarez	Contractor will provide services as Costume Designer for two Fall 2022 plays.	September 8, 2022 – December 2, 2022	Not to exceed \$1,000.00

AGENDA ITEM 12.(a)
MEETING DATE September 7, 2022

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

TO: Members of the Governing Board

**SUBJECT: RESOLUTION NO. 22/23-06 FINDINGS OF THE BOARD OF
TRUSTEES OF THE SOLANO COMMUNITY COLLEGE
DISTRICT OF CONTINUED EMERGENCY**

REQUESTED ACTION:

☐ Information OR ☒ Approval
☐ Consent OR ☒ Non-Consent

SUMMARY:

The state of emergency continues to directly impact the ability of the members to meet safely in person. Approval of Resolution No. 22/23-06 is requested.

STUDENT SUCCESS IMPACT:

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

<i>Ed. Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact: N/A</i>
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SUPERINTENDENT'S RECOMMENDATION:	<input checked="" type="checkbox"/> APPROVAL	<input type="checkbox"/> DISAPPROVAL
	<input type="checkbox"/> NOT REQUIRED	<input type="checkbox"/> TABLE

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

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 864-7299

TELEPHONE NUMBER

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

VICE PRESIDENT APPROVAL

August 26, 2022

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

September 7, 2022

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

RESOLUTION NO. 22/23-06
FINDINGS OF THE BOARD OF TRUSTEES OF THE
SOLANO COMMUNITY COLLEGE DISTRICT
OF CONTINUED EMERGENCY

The Board of Trustees of Solano Community College District have reconsidered the circumstances of the state of emergency originally declared on March 18, 2020, and found that:

- (1) The state of emergency continues to directly impact the ability of the members to meet safely in person.

APPROVED, PASSED AND ADOPTED by majority vote of the Board of Trustees of the Solano Community College District of Solano County, State of California, this **7th day of September, 2022** by the following vote:

AYES:

NOES:

ABSENT OR NOT VOTING:

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

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

TO: Members of the Governing Board
SUBJECT: PROPOSED 2022-2023 DISTRICT BUDGETS

REQUESTED ACTION:

☐ Information OR ☒ Approval
☐ Consent OR ☒ Non-Consent

SUMMARY:

Susan Wheet, Vice President of Finance and Administration will present information for the District's 2022-2023 budgets. The public hearing and adoption of these official 2022-2023 budgets is scheduled for the Governing Board meeting on Wednesday, September 21, 2022 as follows:

Solano Community College
Denis Honeychurch Board Room, Room 626
4000 Suisun Valley Road
Fairfield, CA 94534

The proposed 2022-2023 District Budgets may be viewed on the Finance and Administration website: http://www.solano.edu/finance_admin/district_budget.php

STUDENT SUCCESS IMPACT:

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

Ed. Code: Board Policy: 3000, 3005 Estimated Fiscal Impact: N/A

SUPERINTENDENT'S RECOMMENDATION: ☒ APPROVAL ☐ DISAPPROVAL
☐ NOT REQUIRED ☐ TABLE

Susan Wheet
Vice President, Finance & Administration

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707 864-7209

TELEPHONE NUMBER

Susan Wheet
Finance & Administration

VICE PRESIDENT APPROVAL

August 26, 2022

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

September 7, 2022

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: RENEWAL OF INTERAGENCY AGREEMENT BETWEEN
SOLANO COMMUNITY COLLEGE AND THE
FOUNDATION FOR COMMUNITY COLLEGES**

REQUESTED ACTION:

☐ Information OR ☒ Approval
☐ Consent OR ☒ Non-Consent

SUMMARY:

This is a renewal of the Interagency Agreement granting Solano Community College a site license for the use of the College's facilities in support of the State of California, Department of Consumer Affairs, Bureau of Automotive Repair's (BAR) Smog Check Referee and Student Technician Training Program. The effective date of this site license is July 1, 2019 through June 30, 2025.

A copy of the agreement is attached.

STUDENT SUCCESS IMPACT:

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

Government Code: N/A Board Policy: Estimated Fiscal Impact: \$1,200 per month revenue

SUPERINTENDENT'S RECOMMENDATION: ☒ APPROVAL ☐ DISAPPROVAL
☐ NOT REQUIRED ☐ TABLE

Susan Wheet
Vice President, Finance & Administration

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707 864-7209

TELEPHONE NUMBER

Susan Wheet
Finance & Administration

VICE PRESIDENT APPROVAL

August 26, 2022

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

September 7, 2022

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**



FOUNDATION *for* CALIFORNIA
COMMUNITY COLLEGES

SITE LICENSE AGREEMENT

between

SOLANO COMMUNITY COLLEGE

and the

FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES

Agreement No.00005778

SUMMARY

Solano Community College (“DISTRICT”) grants a site license to the Foundation for California Community Colleges, a California nonprofit 501 (c)(3) corporation, (the “FOUNDATION”) for the use of Vallejo Auto Tech (“COLLEGE”) facilities in support of the State of California, Department of Consumer Affairs, Bureau of Automotive Repair’s (“BAR”) Smog Check Referee and Student Technician Training Program.

BACKGROUND

BAR is the nation’s foremost automobile regulatory system. The FOUNDATION has entered into an agreement with BAR (the “BAR Agreement”) to operate, at multiple sites, a Smog Check Referee and Student Technician Training Program (the “Program”). The goal of the FOUNDATION is to help improve air quality in California, while training college students in critical technical services that provide economical solutions to citizens, consumers, and taxpayers related to vehicle ownership and a safer and healthier living environment. Accordingly, the Program will provide a network of referees to hear complaints from consumers who were unable to obtain smog certificates for their vehicles, negotiating reasonable results in those disputes, and train student technicians to perform the necessary technical services of California’s Smog Check Referee Program. Funds earned through the Program may be used by the FOUNDATION through grants to enhance the educational programs of the California Community College system.

AGREEMENT

DISTRICT hereby grants to the FOUNDATION a license to use the COLLEGE facilities and equipment necessary to conduct the Program (“Site License”). The effective date of this Site License is July 1, 2019. The term of this Site License is from July 1, 2019 through June 30, 2025.

The FOUNDATION and DISTRICT mutually agree to the following terms and conditions:

Article I Responsibilities of DISTRICT

A. Site

1. COLLEGE will provide a Site, as described in Attachment I “Site Requirements” attached hereto and incorporated by referenced, for a Smog Check Station at which the smog check referee will perform the functions described Attachment II “Referee Site Functions & Referee Duties” attached hereto and incorporated by reference.
2. The FOUNDATION and BAR will have ready access to the Site to install BAR automotive emissions testing equipment, office furniture, equipment and supplies, signage, and other appropriate items.
3. The FOUNDATION and BAR will have ready access to Site to make such modifications to Site as described in Attachment III “Site Modifications” attached hereto and incorporated by reference. All improvements to the structure, including the installation of equipment that is physically attached to, bolted to, or screwed to, or contained within the structure shall become property of the College. All additional requests for Site modifications shall be submitted in writing to the COLLEGE President or designee. The COLLEGE President or designee shall approve such requests in writing within thirty (30) calendar days from the date of the request. Such approval shall not be unreasonably withheld.
4. COLLEGE will provide the FOUNDATION and Program staff with open access to the Site on the days and times specified in Attachment I “Site Requirements,” during which the functions and duties of Attachment II “Referee Site Functions & Referee Duties” will be performed.
5. COLLEGE will maintain the Site in compliance with Attachment I “Site Requirements.” The surrounding land adjacent to the Site shall be the responsibility of COLLEGE.
6. COLLEGE will supply campus and area maps, directions, and other Site information to the FOUNDATION within ten (10) business days of execution of this Site License, and within ten (10) business days after the date of each subsequent request.

B. Personnel

1. COLLEGE will have one (1) program representative (the “College Representative”), who will be the key point of contact between COLLEGE and the FOUNDATION. The College Representative will be readily available to communicate with the FOUNDATION by phone, letter, and electronic mail.

Kevin Anderson
Interim Dean of Applied Technology & Business
Solano Community College
4000 Suisun Valley Road
Fairfield, CA 94534
(707) 864-7000 ext 7287
Kevin.Anderson@solano.edu

Article II Responsibilities of the FOUNDATION

A. Site

1. Pursuant to the BAR Agreement, the FOUNDATION will provide equipment, office furniture and supplies, signage, and other items it deems necessary to administer the Program at the Site, including:
 - a. Testing and marketing equipment and supplies:
 - i. If COLLEGE is in an Enhanced Area of the state, or if COLLEGE is in a Basic Area of the state as defined in Attachment V "Definitions" attached hereto and incorporated by reference and provides to its students BAR 97 training, COLLEGE will give the FOUNDATION access to COLLEGE'S Emissions Inspection System.
 - ii. All Sites will be equipped with diagnostic equipment, tools, books, manuals, copy machine, desks, chairs, telephone answering machine, cash management equipment, and general office supplies for use by FOUNDATION staff.
 - iii. The FOUNDATION will manage the provision to COLLEGE of brochures and other pamphlets for the general public.
 - b. Appropriate computing and telecommunication lines and equipment at the Site, where necessary.
2. The FOUNDATION will procure and maintain throughout the entire life of this Agreement, General Liability/Property Damage insurance, including Garagekeepers Liability insurance, at three million dollars (\$3,000,000) combined single limit. The FOUNDATION will designate the DISTRICT, its Board of Trustees, and its officers, agents, representatives and employees as additional named insureds and will provide to DISTRICT appropriate Certificates of Insurance and endorsement.

B. Personnel

1. The FOUNDATION will provide a Program Director to oversee the Program. The Program Director will be the primary contact of the College Representative. The Program Director will be readily available to communicate with the College Representative by phone, letter, and electronic mail.

Mark Weidinger
Director, Smog Check Referee Program Operations
Foundation for California Community Colleges
1102 Q Street, Suite 4800
Sacramento, CA 95811
Phone: (559) 855-7640
Fax: (559) 408-5592
Email: mweidinger@foundationccc.org

2. The Referee is an employee of the FOUNDATION and will work with the designated College Representative in managing the Site.

C. Fiscal Responsibilities

1. Commencing on July 1, 2022, the FOUNDATION will pay to COLLEGE the sum of one thousand two hundred dollars **(\$1,200.00)** per month for the use of the Site and equipment as permitted herein. The fee will be due on the first day of each month during the term of this Site License.

The check should be made payable to:

Vallejo Auto Tech

and mailed to:

Attn: Susan Wheet, VP Business & Administration
Solano Community College
4000 Suisun Valley Road
Fairfield, CA 94534

2. The FOUNDATION reserves the right to withhold the facilities equipment and licensing fee payments to COLLEGE if COLLEGE's performance does not comply with the terms of this Site License.
3. COLLEGE must allocate at least fifty (50) percent of the monthly fee directly to its automotive department or program.

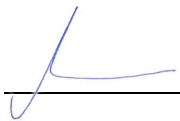
Article III General Provisions

This Site License hereby also incorporates by reference Attachment IV "General Provisions."

SIGNATURE PAGE TO FOLLOW

In witness whereof, the Parties hereto have executed this Site License per the dates and signatures below:

SOLANO COMMUNITY COLLEGE

By: 
Print Name: Susan Wheet
Title: Vice President Business and Administration
Date: 08/15/2022

**FOUNDATION FOR CALIFORNIA
COMMUNITY COLLEGES**

By: _____
Print Name: Mark Weidinger
Director, Smog Check Referee Program
Title: Operations
Date: _____

**FOUNDATION FOR CALIFORNIA
COMMUNITY COLLEGES**

By: _____
Print Name: Joseph Quintana
Title: Chief Operating Officer
Date: _____

ATTACHMENT I

Site Requirements

1. Access and Hours of Operation. COLLEGE will provide access to the Site for the days and hours specified below. COLLEGE will be responsible for opening any gate or exterior entrances to the Site in addition to opening automotive technology.

Site will be open for Operation: Monday - Saturday, 7 am to 6 pm

2. Automotive Lane. Access to an automotive bay/lane either in, or close to, automotive technology. If the Site is located in an Enhanced Area, access will be provided to a bay where the BAR 97 and dynamometer are located.
3. Office Space. Adequate space to close the automotive lane, where a desk, storage or file cabinet, bookshelf, and other equipment can be placed. Where possible, the furniture and equipment shall be located in a separate area that can be locked at the end of each day.
4. Site and Equipment Maintenance. COLLEGE will maintain the Site building and surrounding grounds. COLLEGE and the FOUNDATION will keep the facility clean at all times. If either party uses equipment owned by the other party, it will pay for the maintenance of the equipment proportionate to the use.
5. Parking. Two (2) parking spaces for waiting vehicles, one (1) suitable for handicapped access, will be provided close to the automotive bay. Parking for the Referee and student technicians will be arranged with COLLEGE, but need not be in immediate proximity to automotive technology.
6. Signage. The FOUNDATION will provide sandwich board signs and one (1) building sign to direct customers to the Site. The FOUNDATION will work with COLLEGE to ensure the signs meet the specifications required by COLLEGE.
7. Customer Waiting Area. The COLLEGE will provide space for a customer waiting area, or access to the campus lounge or cafeteria. The FOUNDATION will ensure that customers are restricted to the designated areas at all times.

The customer waiting area is currently designated: Front room of the Smog Referee station within the Automotive Technology building.

8. Restrooms. COLLEGE will provide reasonable access to restroom facilities for FOUNDATION staff and customer use. The restroom facilities must meet ADA standards. COLLEGE will ensure regular maintenance and upkeep of the public restrooms, including keeping the restrooms stocked with adequate paper supplies.
9. Security. COLLEGE will specify what type of security is currently in place at the Site and what the basic security requirements are for COLLEGE. The FOUNDATION will supplement the security as deemed necessary by both parties.
10. Safety. COLLEGE and the FOUNDATION will ensure that Site is free from hazards to the public.
11. Availability. Pursuant to the BAR Agreement, COLLEGE will make Site available for training and others purposes at BAR's discretion.

ATTACHMENT II

Referee Site Functions & Referee Duties

The Smog Check Referee Program will provide a public service for motorists who need additional testing on their vehicles.

Referees assist motorists who are unable to obtain smog certificates for their vehicles from a Smog Check station. The Referee inspects and tests vehicles to determine whether the vehicle should be given a smog certificate, or whether it should be sent back to a Smog Check station for repairs. The Referee is responsible for providing information to motorists, Smog Check technicians, and others needing assistance.

The Referee actions will include testing vehicles on state-of-the-art diagnostic equipment, assisting customers, performing stationary vehicle inspection, recordkeeping, and data entry, as well as other services.

Referee Duty Statement

The Referee is responsible for the daily operations of the Site. In principle, these functions should be the same for all locations. The Referee's responsibilities include, but are not limited to, the following in accordance with the Smog Check Referee Program Policy and Procedure Manual:

1. Overseeing daily Site operations including all monetary transactions and deposits.
2. Maintaining an orderly flow of scheduled appointments.
3. Ensuring, with assistance from Program Director that there is adequate Site availability for motorists.
4. Obtaining equipment and office supplies.
5. Ensuring sufficient staffing of assistants during normal operating hours.
6. Interviewing Student Technicians and evaluating their performance. Applicants enrolled as students at COLLEGE will be given full priority for positions if they meet the established qualifications.
7. Assuring that the Student Technicians receive appropriate training in safe equipment operation. The FOUNDATION will assume all liability for Student Technicians, and hold harmless COLLEGE, and its employees and representatives, in any legal actions regarding Student Technicians while performing the scope of their duty as a Student Technician.
8. Supervising the Student Technicians in all daily tasks.
9. Maintaining Site records on all actions, and issuing all required reports.
10. Ensuring the cleanliness and maintenance of the Site, and of the machines used by the Referee Student Technician Training Program.
11. Interacting with the customers and displaying a high level of service.
12. Performing all testing procedures and engaging in required referee actions.
13. Performing other functions as required.

ATTACHMENT III

Site Modifications

COLLEGE and the FOUNDATION agree that the following modifications will be made to the Site by the FOUNDATION:

None.

ATTACHMENT IV

General Provisions

A. Disputes

In the event of a dispute between COLLEGE and/or DISTRICT and the FOUNDATION, each party agrees to file a “Notice of Dispute” with the other party within ten (10) business days of the discovery of the problem. Within ten (10) business days of filing the Notice, the parties will meet in a mutually agreeable manner for the purpose of resolving the dispute. If the dispute cannot be resolved to the satisfaction of both parties, then an impasse will be declared. Upon impasse, all agreements will be terminated, and the FOUNDATION will remove all of its property from COLLEGE within fourteen (14) calendar days of the declaration of impasse. All COLLEGE facilities and equipment will be left in fully operational condition, with full containers of calibration gases and “zero” air, and filters to continue operations. In the event of any default or breach by COLLEGE and/or DISTRICT, the FOUNDATION will pay COLLEGE and/or DISTRICT only the reasonable value of its services theretofore rendered satisfactorily, as may be agreed by the parties, or determined by a court of law.

B. Indemnification

The FOUNDATION will indemnify, defend and hold harmless DISTRICT, and its directors, officers, agents, employees and successors against any and all third party losses, liabilities, claims, actions, suits, proceedings, penalties, fines, costs or expenses, including but not limited to, reasonable attorneys’ fees and costs, resulting from, arising out of, or connected with (a) any breach of this Site License by the FOUNDATION; or (b) any willful misconduct or negligence act or omission in the performance of responsibilities under this Site License by the FOUNDATION or its employees, subcontractors, or any person or entity for whom the FOUNDATION is responsible. Such defense and payment will be conditional upon DISTRICT notifying the FOUNDATION of any such claim in writing and tendering the defense thereof within a reasonable time. DISTRICT will reasonably cooperate in the defense and in any related settlement negotiations, and will have the right to approve or disapprove any settlement or compromise and such approval will not unreasonably be withheld or delayed.

DISTRICT will indemnify, defend and hold harmless the FOUNDATION, and its directors, officers, agents, employees and successors against any and all third party losses, liabilities, claims, actions, suits, proceedings, penalties, fines, costs or expenses, including but not limited to, reasonable attorneys’ fees and costs, resulting from, arising out of, or connected with (a) any breach of this Site License by COLLEGE and/or DISTRICT; or (b) any willful misconduct or negligence act or omission in the performance of responsibilities under this Site License by COLLEGE and/or DISTRICT or its employees, subcontractors, or any person or entity for whom COLLEGE and/or DISTRICT is responsible. Such defense and payment will be conditional upon COLLEGE and/or DISTRICT notifying the FOUNDATION of any such claim in writing and tendering the defense thereof within a reasonable time. The FOUNDATION will reasonably cooperate in the defense and in any related settlement negotiations, and will have the right to approve or disapprove any settlement or compromise and such approval will not unreasonably be withheld or delayed.

C. Prior and Supplemental Agreements

This Site License supersedes and makes null and void any prior agreements between the parties that conflict with the terms of this Site License. To the extent that any documents conflict with the terms of this Site License, this Site License will control, unless otherwise agreed upon by both parties in writing.

D. Changes to Terms

Any changes or modifications to the terms of this Site License must be agreed upon by both parties in writing. No oral understanding or agreement will be incorporated herein or binding on either party to this Site License.

E. Availability of Program Funds

1. It is mutually understood and agreed between the parties that this Site License may have been written before the appropriation of federal, state, and/or local funds, for the mutual benefit of both parties in order to avoid Program delays which would occur if this Site License was executed after that determination was made.
2. It is mutually understood and agreed between the parties that this Site License is valid and enforceable only if sufficient funds are made available to the FOUNDATION by BAR for the applicable fiscal year for the purpose of the Program and is subject to any additional restrictions, limitations, or conditions enacted by BAR that may affect the provisions, terms or funding of this Site License in any manner.
3. The FOUNDATION reserves the right, at its own option and with written notice to DISTRICT, to immediately suspend operations and payment if: (1) the State of California, the Department of Consumer Affairs or any other state agency issues IOUs to the FOUNDATION or imposes any restrictions, limitations, or conditions on the Program or this Site License; or (2) the Governor of the State of California issues an Executive Order that affects the provisions, terms or funding of this Site License in any manner.

F. Confidentiality

Subject to applicable federal, state and local law, including but not limited to the Richard McKee Transparency Act of 2011, all parties to this Site License will maintain as confidential all information obtained as a result of participating in this Site License. No party will disclose such information to any other person or entity without prior written authorization by the appropriate representative of the other party.

G. Assignment

This Site License is not assignable by either DISTRICT or the FOUNDATION, either in part or in whole, without prior written consent of the other party to this Site License. Any assignment without prior written consent of the other party is void.

H. Governing Law

It is agreed that the law of the State of California will govern this Site License.

I. Time Is of the Essence

The timing for performance of tasks necessary for the operation of this Site License may be changed by written agreement, after consultation between the parties. The date of completion of this Site License, and any payment amounts specified herein, may only be altered by formal amendment of this Site License.

J. Ownership of Data

Data and reports developed for and under this Site License will become the property of the FOUNDATION. Such data or reports will not be disclosed without prior written permission of the Program Director.

K. Termination

This Site License may be terminated, without penalty, by either party upon providing written notice to the other party thirty (30) days before the termination date.

L. Notices

1. Notice to the FOUNDATION may be given by certified mail, postage fully prepaid, to the following person and address:

**Foundation for California Community Colleges
Director, Smog Check Referee Program Operations
1102 Q Street, Suite 4800
Sacramento, CA 95811**

2. Notice to COLLEGE may be given by certified mail, postage full prepaid, to the following person and address:

**Kevin Anderson
CTE Dean
Solano Community College
4000 Suisun Valley Road
Fairfield, CA 94534**

**AND Susan Wheet, VP Business and
Administration
Solano Community College
4000 Suisun Valley Road
Fairfield, CA 94534**

3. Such notice will be effective when received, as indicated by post office records. If deemed undeliverable by the post office, such notice will be effective nevertheless fifteen (15) days after mailing.
4. Alternatively, notice may be given by personal delivery such as Federal Express, United Parcel Service, or other licensed courier services, to the addresses provided above. Such notice will be deemed effective when delivered unless a legal holiday commences during said twenty-four (24) hour period, in which case the effective time of the notice will be postponed twenty-four (24) hours for each intervening day

M. Non-Discrimination

DISTRICT, COLLEGE, and the FOUNDATION agree that there will be no discrimination against, or segregation of, any person or group of persons on account of sex, sexual orientation, marital status, race, age, physical or mental disability, medical condition, denial of family care leave, color, religion, creed, or national origin or ancestry in the use or enjoyment of Site and Program, nor will DISTRICT, COLLEGE, or the FOUNDATION or any person claiming under or through them, establish or permit any such practice or practices of discrimination or segregation concerning the use or occupancy of Site by the FOUNDATION. The FOUNDATION will ensure that the evaluation and treatment of employees and applicants for employment is free of such discrimination.

N. Americans with Disabilities Act

DISTRICT and COLLEGE will comply with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability and ensures equal opportunity and access for persons with disabilities, as well as applicable regulations and guidelines issued pursuant to the ADA (42 U.S.C. 12101 et seq.) and any similar local, state or federal laws. DISTRICT and COLLEGE represents and warrant that the Site, the Site building, and surrounding grounds will be reasonably accessible to persons with disabilities.

O. Counterparts. This Agreement may be executed in any number of counterparts, each of which is enforceable against the parties actually executing such parts, and all of which together constitute one instrument.

P. COVID-19. DISTRICT and COLLEGE agree that DISTRICT, COLLEGE, and Site shall comply with all applicable federal, state, and local orders, advisories, and guidelines on COVID-19 related workplace restrictions and notification obligations, including, but not limited to those from the Center for Disease Control and Prevention (CDC), the California Department of Public Health (CDPH), California Division of Occupational Safety and Health of California (Cal/OSHA) and FOUNDATION's COVID-19 Prevention Plan. DISTRICT and COLLEGE understand that COVID-19 regulations and FOUNDATION's COVID-19 Prevention Plan may change from time to time.

ATTACHMENT V

Definitions

Smog Check Referee Program. The Smog Check Referee Program is administered by the State of California's Bureau of Automotive Repair and the Foundation for California Community Colleges. The program serves the people of California who need assistance with a smog check or a noise test for their vehicle.

Student Technician Program. One intention of the Program is to provide training to California students to obtain work-ready skills as Automotive Technicians. Consequently, the Foundation will ensure that Student Technicians obtain training and job experience as Automotive Technicians with the intent that the technicians can pursue any related employment in the public or private sector.

Business Days are defined as weekdays.

In a Basic Area motorists can take their cars to any facility offering a smog test. Testing is every other year at registration time or when a car changes ownership.

An Enhanced Area is considered by the Air Resources Board and U.S. Environmental Protection Agency to have the most serious air quality problems. Smog Checks are done every two years in these areas. Testing on a dynamometer will be mandatory in Enhanced Areas. Enhanced Areas are typically urbanized areas.

Change-of-Ownership Areas are the least populated counties. Smog checks are only required when a car changes owners.

A Referee is a Foundation employee at a College Site who is responsible for inspecting and testing vehicles, determining if vehicles should be granted a smog certificate or sent back to a Smog Check station for repairs, and supervising, training and mentoring Student Technicians. The Referee is responsible for providing information to motorists, Program technicians, the College Representative and others needing assistance. The types of vehicle problems the Referee will handle include those listed in Attachment II, "Referee Site Functions & Referee Duties. "

In a Sound Test Program, the Referee tests the exhaust noise level of vehicles. A decimeter is used in compliance with BAR direction and SAE standards. Only motorists receiving a citation for violation of Vehicle Code § 27152 will be required to be tested.

A Student Technician assists the Referee, while being trained in the skills required of Student Technicians. The Referee will serve as mentor, trainer, and supervisor. All Student Technicians must be students in six units of classes per semester at a California community college.

The Call Center is located in Sacramento and serves the entire state. The primary purpose of the Call Center is to receive motorist calls and to schedule appointments at the Referee Sites. At the Call Center, motorists will be able to contact a technical director, who can handle disputes that could not be resolved at the Referee Site. An "800" number will be provided for motorists' convenience.

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AWARD TO ARNTZ BUILDERS, INC. FOR
CONSTRUCTION SERVICES FOR THE ANNEX HVAC
AND ROOFING PROJECT**

REQUESTED ACTION:

☐ Information OR ☒ Approval
☐ Consent OR ☒ Non-Consent

SUMMARY:

Board approval is requested for award of a contract to Arntz Builders, Inc., for the Annex HVAC and Roofing Project. The scope of work includes removal and replacement of the existing 3-ply built up roof system, installation of OSHA compliant railings/gate at roof hatches, modifications to existing utility elevations to match new flashing height, demolition and installation of ten (10) new package rooftop units, removal and re-installation of existing plumbing vents, all mechanical, patching, repair, rigging, controls and balance work with corresponding report, pre- and post-construction air balance reports, installation of new District standard Delta DDC System,

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: Update infrastructure that supports classrooms or related college facilities

Ed. Code: Board Policy: Estimated Fiscal Impact: \$2,107,771 Measure Q Funds & CARES

SUPERINTENDENT'S RECOMMENDATION: ☒ APPROVAL ☐ DISAPPROVAL
☐ NOT REQUIRED ☐ TABLE

Lucky Lofton
VP, Facilities & Executive Bonds Manager

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 863-7855

TELEPHONE NUMBER

Lucky Lofton
VP, Facilities & Executive Bonds Manager

VICE PRESIDENT APPROVAL

August 26, 2022

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

September 7, 2022

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AWARD TO ARNTZ BUILDERS, INC. FOR
CONSTRUCTION SERVICES FOR THE ANNEX HVAC
AND ROOFING REPLACEMENT PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

cleaning of new ductwork systems, demolition and providing of power to new HVAC equipment, and fire alarm work in support of new HVAC equipment. This contract also includes Bid Alternate #1 for re-roofing at the lower south roof.

Sealed bids were due on August 11, 2022. The following bids were received:

Contractor	Base Bid Amount	Alternate #1
Buhler Commercial	\$2,059,500.00	\$140,000.00
Stronger Building Services	\$2,250,000.00	\$450,000.00
Patriot Contracting	\$2,250,000.00	\$ 85,000.00
Arntz Builders, Inc.	\$1,763,388.00	\$256,213.00

The lowest responsible bid was identified as Arntz Builders, Inc. utilizing Base Bid values as the basis of award. It was determined that the contractor submitted a low responsible and responsive bid. It is recommended the Board award a contract to Arntz Builders, Inc. in the amount of \$2,107,771. This includes Add Alternate #1.

The Board is asked to approve a contract to Arntz Builders, Inc. in the amount of \$2,107,771.

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: CHANGE ORDER #1 TO ALCAL SPECIALTY
CONTRACTING, INC. FOR THE BUILDING 700 AND 800
ROOF REPLACEMENT PROJECT**

REQUESTED ACTION:

☐ Information OR ☒ Approval
☐ Consent OR ☒ Non-Consent

SUMMARY:

On May 4, 2022 the Board approved a construction contract with Alcal Specialty Contracting, Inc. for the Building 700 and 800 Roof Replacement Project. This project is now complete and Board approval is requested for a deductive Change Order #1 in the amount of \$58,934 for the portion of the Owner's Allowance not used during construction.

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 infrastructure that supports classrooms or related College facilities

Ed. Code: Board Policy: 3225; 3520

*Estimated Fiscal Impact: \$58,934 returned to
Scheduled Maintenance Funds*

SUPERINTENDENT'S RECOMMENDATION:

☒ APPROVAL ☐ DISAPPROVAL
☐ NOT REQUIRED ☐ TABLE

Lucky Lofton
VP, Facilities & Executive Bond Manager

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 863-7855

TELEPHONE NUMBER

Lucky Lofton
VP, Facilities & Executive Bond Manager

VICE PRESIDENT APPROVAL

August 26, 2022

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

September 7, 2022

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: CHANGE ORDER #1 TO ALCAL SPECIALTY
CONTRACTING, INC. FOR THE BUILDING 700 AND 800
ROOF REPLACEMENT PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

Following is a summary of the contract and impact of Change Order #1 if approved:

Original Contract Sum	\$ 719,807.00
Prior Change Orders	\$ 0.00
Change Order #1	<u>\$ (58,934.00)</u>
New Contract Amount	\$ 660,873.00

The Board is asked to approve deductive Change Order #1 to Alcal Specialty Contracting, Inc. in the amount of \$58,934.

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



Change Order

Solano Community College District

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

Change Order No. **001**
Project No.: 22-005
Date: September 7, 2022

DSA File No.: N/A
DSA App. No.: N/A

Project: **Solano Community College District**
 Building 700 and 800 Roof Replacement Project

Aedis Architects
808 R St., Suite 201
Sacramento, CA 95811

To: **Alcal Specialty Contracting, Inc.**
 42950 Osgood Rd.
 Fremont, CA 94539

The Contract is Changed as Follows:

COR No.

N/A Credit for Unspent Portion of Owner Allowance

(\$58,934.00)

TOTAL COST OF CHANGE ORDER

ADD \$0.00
DEDUCT (\$58,934.00)

FINAL CHANGE ORDER AMOUNT

(\$58,934.00)

Original Contract Sum:	\$	719,807.00
Total Change By Previous Change Orders:	\$	-
Contract Sum Prior to This Change Order:	\$	719,807.00
Original Contract Sum will be Increased by This Change Order:	\$	(58,934.00)
The New Contract Sum Including This Change Order Will Be:	\$	660,873.00
The Contract Completion Date:		8-Aug-22
Contract Time Will be Changed by This Change Order:		0 days
The Current Contract Completion Date is:		8-Aug-22



Change Order

CONSTRUCTION
MANAGER:

Solano Community College District
4000 Suisun Valley Road
Fairfield, CA 94534

Date: _____

ARCHITECT:

Aedis Architects
808 R St., Suite 201
Sacramento, CA 95811

Date: _____

CONTRACTOR:

Alcal Specialty Contracting, Inc.
42950 Osgood Rd.
Fremont, CA 94539

Date: _____

OWNER:

Lucky Lofton
VP, Facilities & Exe. Bond Manager
Solano Community College District

Date: _____

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AMENDMENT #1 TO AEDIS ARCHITECTS
FOR ADDITIONAL PROFESSIONAL SERVICES FOR THE
SWIMMING POOL DECK REPLACEMENT PROJECT**

REQUESTED ACTION:

☐ Information OR ☒ Approval
☐ Consent OR ☒ Non-Consent

SUMMARY:

On May 18, 2022 the Board approved a professional services contract to Aedis Architects for architectural services for the Fairfield Campus Swimming Pool Deck Replacement Project.

Board approval is now requested for Amendment #1 to increase the original professional services Agreement with Aedis Architects for additional design services needed 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: Renovating existing instructional space and equipment.

<i>Ed. Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact: \$35,050 Measure Q Funds</i>
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SUPERINTENDENT'S RECOMMENDATION:

☒ APPROVAL ☐ DISAPPROVAL
☐ NOT REQUIRED ☐ TABLE

Lucky Lofton
VP, Facilities & Executive Bonds Manager

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 863-7855

TELEPHONE NUMBER

Lucky Lofton
VP, Facilities & Executive Bonds Manager

VICE PRESIDENT APPROVAL

August 26, 2022

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

September 7, 2022

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AMENDMENT #1 TO AEDIS ARCHITECTS
FOR ADDITIONAL PROFESSIONAL SERVICES FOR THE
SWIMMING POOL DECK REPLACEMENT PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

During the course of design, additional project scope was identified by the project stakeholders and project architect. This scope included additional ADA upgrades required to meet code, design of competitive starting blocks/anchors, the installation of exterior showers, and water connections for a temporary diving tub.

The additional design work needed to complete this scope of work is beyond the original design scope of the Architect.

\$ 163,965.00 Original Contract Amount
\$ 35,050.00 Proposed Amendment #1
\$ 199,015.00 New Contract Amount

The Board is asked to approve this contract Amendment #1 to Aedis Architects in an amount not to exceed \$35,050.00.

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

AMENDMENT #1 TO AGREEMENT

PARTIES

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

RECITALS

WHEREAS, District and Consultant entered into a Consulting Services Agreement ("Agreement"), dated May 18th, 2022, for architectural services related to the District's Fairfield Campus **Swimming Pool Pool Deck Replacement Project** ("Project"); and

WHEREAS, District and Consultant agree to amend the Agreement to modify the original services being performed for the **Swimming Pool Deck Replacement Project**; and

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

AGREEMENT

1. Section 4. Compensation of the Agreement is amended to read:

4. Compensation. District agrees to pay the Consultant for services satisfactorily rendered pursuant to this Agreement a total fee not-to-exceed **One Hundred Ninety-Nine Thousand, Fifteen and 00/100 Dollars (\$199,015.00)**. This fee is a total of the May 18th, 2022 Agreement in the amount of \$163,965.00 and Amendment #1 in the amount of \$35,050.00. District shall pay Consultant according to the following terms and conditions:

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

2. Exhibit A 'Description of Services to be Performed by Consultant', Section 'Scope of Work and Deliverables' shall be amended to include the following, in addition to items already listed:
 - Removal and replacement of raised deck for ADA compliance. The existing deck exceeds the allowable cross slope and therefore needs replacement.
 - Adding outdoor showers, including one (1) ADA shower. Tepid water required.
 - Provide hot/cold water connection for temporary diving tub.
 - Replacement/redesign of existing long bench used to conceal hydronic piping.
 - Provide competitive starting blocks and anchors.
 - All design items listed above will be reviewed and approved by DSA.
3. Except as set forth in this Amendment, all provisions of the Agreement and any previous extension(s) and/or amendment(s) thereto shall remain unchanged, in full force and effect, and are reaffirmed. This Amendment shall control over any inconsistencies between it and the Agreement and/or any previous extension(s) and/or amendment(s).

4. Consultant acknowledges and agrees that this Amendment shall not be binding on the Parties until and unless the Solano Community College District's Governing Board approves this Amendment.

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

Dated: _____, 2022

SOLANO COMMUNITY COLLEGE DISTRICT

By: _____

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

Dated: _____, 2022

AEDIS ARCHITECTS

By: _____

Print Name: _____
Print Title: _____

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

TO: Members of the Governing Board

**SUBJECT: AGREEMENT TO PARTICIPATE IN THE CALIFORNIA
VITURAL EXCHANGE**

REQUESTED ACTION:

☐ Information OR ☒ Approval
☐ Consent OR ☒ Non-Consent

SUMMARY:

This agreement allows Solano Community College to participate in the California Virtual Campus - Online Education Initiative (CVC-OEI), a collaborative effort to support accelerated student completion of educational goals through access to a comprehensive online education ecosystem. This ecosystem, the California Virtual Exchange, will allow for a seamless pathway for students to register for, and complete, online courses across a consortium of participating colleges. The CVC-OEI is funded through Chancellor's Office and managed by the Foothill-DeAnza Community College District. This is an on-going agreement that shall be in effect once signed by both parties.

STUDENT SUCCESS IMPACT:

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

<i>Ed. Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact:</i>	<i>None</i>
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SUPERINTENDENT'S RECOMMENDATION:

☐ APPROVAL ☐ DISAPPROVAL
☐ NOT REQUIRED ☐ TABLE

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

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707 864-7117

TELEPHONE NUMBER

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

VICE PRESIDENT APPROVAL

August 9, 2022

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

September 7, 2022

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

California Virtual Campus - Online Education Initiative

Consortium Master Agreement for California Community Colleges

This California Virtual Campus - Online Education Initiative Consortium Master Agreement for California Community Colleges (hereafter “Agreement”) is entered into by and between the Foothill - De Anza Community College District (hereafter “FHDA”) representing the California Community Colleges California Virtual Campus - Online Education Initiative (hereafter “CVC-OEI”) and Solano Community College (hereafter “Participating College” or “College”) on the 7th day of September (month), 2022 (year).

WHEREAS, The CVC-OEI is a collaborative effort among California Community Colleges (hereafter “CCC”) to significantly increase opportunities for completion of student educational goals in California through access to high quality online courses and a comprehensive and collaborative online education ecosystem. The CVC-OEI is managed by FHDA through funding disbursed by the California Community College Chancellor’s Office (hereafter “CCCCO”);

WHEREAS, Through this Agreement, the CVC-OEI and Participating College agree to establish a program in the form of the CVC-OEI Consortium (hereafter “Consortium”) as authorized by the CCCC and Sections 66770, 66770.5, 66771, 66772, 66773, 66773.5, and 68101 of the California Education Code, the purpose of which is to implement a convenient online methodology to enable student cross enrollment as authorized by AB 637;

WHEREAS, The Participating College agrees that, in its role as a member of the Consortium, it shall perform all of its duties, responsibilities and obligations as described in *Appendices A-D*, which are attached hereto and incorporated herein as part of this Agreement; and

WHEREAS, CVC-OEI agrees to provide management services for the Consortium and accordingly to provide College with the support and resources described in *Appendices A-D*.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

A. PURPOSE

The purpose of this Agreement is to define commitments, obligations, benefits, and responsibilities between the CVC-OEI and Participating College to collectively establish a Consortium of participating colleges supporting the online education ecosystem for the CCC. Furthermore, this Agreement including *Appendices A-D*, contains the entire agreement between the parties pertaining to the matters described herein, and supersedes any prior agreements (or MOU) covering these matters, verbal or written, in existence before the execution of this Agreement.

B. PROGRAM DESCRIPTION

Participating Colleges will work with the CVC-OEI to support a fully operational California Virtual Campus Exchange (hereafter “CVC Exchange”) in support of the Prime Agreement between the CCCC and FHDA (“Prime Agreement”). The CVC Exchange aims to provide a seamless pathway for students to register for, and complete, online courses across participating colleges to support accelerated student completion of educational goals.

C. FUNDING

The CVC-OEI is managed by FHDA through funding disbursed by CCCCCO as outlined in the Prime Agreement. The CVC-OEI receives ongoing annual funding, awarded in one-year increments, with renewal contingent upon submission of a satisfactory annual progress report, financial reporting, and overall performance as determined by the CCCCCO. All of FHDA's and CVC-OEI's obligations stated herein including support services and activities are contingent upon available funding.

D. TERM

This Agreement shall become effective when signed by both parties and shall continue in effect from the date of execution until either party gives written notice of at least 30 days to terminate the Agreement; or until an event causing termination occurs; and/or until this Agreement is superseded.

E. MODIFICATIONS

To successfully accomplish the goals of the CVC Exchange, the Participating College and FHDA/CVC-OEI agree to collaborate in support of program goals and activities as stipulated in *Appendices A-D*. This Agreement including *Appendices* may be updated or modified by FHDA as needed to reflect needed programmatic adjustments or changes in availability of resources. Participating College will be provided with at least 60 day notice of such updates or amendments. Participating College's refusal to accept such updates or modifications shall be an event causing termination of this Agreement.

F. DISPUTE RESOLUTION

Any dispute between the parties regarding their respective rights and obligations hereunder shall be to the extent reasonably possible resolved through compromise and/or non-binding mediation. To the extent reasonable and good faith discussions fail to resolve disputes, the parties agree to binding arbitration of such matters pursuant to California Code of Civil Procedure section 1280-1294.4, with the non-prevailing party responsible for the arbitrator's fee, but in all other respects with each side bearing its own costs and attorney's fees.

G. INSURANCE, INDEMNITY

Each party will take all necessary steps to maintain customary insurance or authorized self-insurance coverages for its officers, employees and agents working on implementing this Agreement, including, without limitation, coverages for comprehensive general liability and errors and omissions. Failure to maintain such insurance or self-insurance shall be a breach of this Agreement. Notwithstanding any other provision herein, each party agrees to indemnify, hold harmless and defend the other (the "indemnitee") from and against any and all claims, suits, damages and injuries which were caused by the negligence, breach of contract or other culpable misconduct of the officers, employees or agents of the indemnitor arising from its activities hereunder.

The signatures below acknowledge that each party hereto has read and understands and agrees to the terms of this Agreement, in its entirety, including all Appendices, and is authorized to execute this Agreement on behalf of the named education entity.

Name of Community College

By: _____

Dated: _____

CEO/President/Chancellor [signature]

Printed Name

Foothill - De Anza Community College District,

CVC-OEI

By: _____

Dated: _____

Marina Aminy, Executive Director, CVC-OEI [signature]

By: _____

Dated: _____

*Jory Hadsell, Vice Chancellor of Technology, FHDA,
Executive Sponsor, CVC-OEI [signature]*

Appendix A: Consortium Participation Requirements

Participating College commits to the following in order to effectively remain in good standing as a CVC-OEI Consortium Member:

1. General Provisions

- a. Adhere to *Appendix A: Consortium Participation Requirements*, *Appendix B: Support for Participating College*, and *Appendix C: Consortium Reciprocity Agreement*.
- b. Utilize the Common Course Management System (CCMS), fully funded by the CVC-OEI, as the College's sole course management system.
- c. Participate in the CVC Exchange as both Home and Teaching College (see *Appendix D* for definitions). Work with the CVC-OEI to complete local implementation of the CVC Exchange no later than June 2023.
- d. Execute a separate California Community College Online Education Initiative (OEI) Federal Financial Aid Consortium Agreement as provided by CVC-OEI. The current agreement is located at <https://cvc.edu/financialaidconsortium/>.
- e. Make available local information technology resources within an identified timeframe for implementation of the CVC Exchange. This includes working with CVC-OEI to provide secure access to data or systems necessary for the cross-enrollment processes as outlined in California Education Code.

2. Course Review & Alignment

- a. Establish a Local Peer Online Course Review (POCR) process certified by CVC-OEI designed to align the College's online courses to the CVC-OEI Course Design Rubric.
- b. Demonstrate substantive quality improvement with a goal of increasing the quality of all online courses by June 2023. Colleges will demonstrate progress toward course quality improvements by meeting incremental benchmarks as provided by CVC-OEI's *Benchmarks for High Quality, Inclusive Learning* leading to alignment of at least 20% of online courses or sections within two (2) academic years of establishing a local POCR process.
- c. Provide training for College faculty, in cooperation with CVC-OEI, in a Local POCR process utilizing the CVC-OEI Course Design Rubric.
- d. Ensure that courses utilize technology and materials that comply with the accessibility requirements of Section 508 of the Federal Rehabilitation Act of 1973, as described in the CCC Information and Communication Technology and Instructional Material Accessibility Standard.

3. Course Offerings

- a. Incorporate CVC-OEI support services (or equivalents) as outlined in *Appendix B*.
- b. Explore developing additional online courses that fill critical gaps as outlined by the CVC-OEI management team.

4. Consortium Activities & College Consortium Teams

- a. Establish a College Consortium Team comprised of the appropriate administrators, faculty, and staff, including a designated Project Lead who will serve as the representative and provide ongoing communication to the College and back to the CVC-OEI management team.

- b. Actively participate in CVC-OEI Consortium activities and respond to communications in a timely manner and in accordance with the Consortium Charter.

5. Cessation

- a. College agrees that failure to meet any provisions stated in Sections 1-4, as determined by CVC-OEI, including implementation of the CVC Exchange, may result in termination of this Agreement and loss of benefits outlined in this Agreement and its attached Appendices.
- b. Parties agree that upon cessation of participation in the CVC-OEI Consortium, College is no longer eligible to receive Consortium-level, CVC-OEI funded resources, as indicated in *Appendix B*. Parties agree that College shall continue to be eligible to receive resources otherwise provided to all California Community Colleges that are not members of the CVC-OEI Consortium. CVC-OEI agrees to work with College to develop a reasonable timeframe for removal of funding for CVC-OEI Consortium-level resources. Such a timeframe developed by CVC-OEI shall not extend later than the end of the fiscal year in which the college ceases participation in the CVC-OEI Consortium.

Appendix B: Support for Participating College

Participating College receives access to system-wide technologies funded by the California Community Colleges Chancellor's Office (CCCCO) and CVC-OEI. Appendix B will be updated with references to technology availability and/or subsidies as soon as possible in the event of changes to subsidized products or funding.

1. Access to Subsidized Technologies & Services: January 01, 2021 to June 30, 2021

Consortium colleges have access to system-wide technologies and services identified in the CCCCCO Memo DII 20-03, released November 02, 2020, with additional details available at <https://cvc.edu/expanded-student-support-ecosystem-services/>.

2. Negotiated Rates for Non-Subsidized Technologies and Services

Consortium Colleges are invited to leverage the Foundation for California Community Colleges (FCCC) or Foothill - De Anza Community College District (FHDA CCD) negotiated rates for non-subsidized technologies.

Information related to FCCC contracts for these services can be found at:
<https://spark.adobe.com/page/TavBbJcbYLjGi/>

Information related to FHDA CCD contracts for these services can be found at:
<https://cvc.edu/expanded-student-support-ecosystem-services/>

Parties may mutually agree to substitute or introduce additional resources, tools, or services based on usage, efficacy data, or operational considerations.

Parties agree that the CVC-OEI may determine that any particular resource, tool, or service indicated should be removed or replaced with a different solution with similar or expanded functionality.

Upon consultation with CVC-OEI, College may substitute a comparable resource or service if it is determined that the resource or service meets accessibility, FERPA, and data security requirements.

3. Research and Data

In order to support efforts for closing the online achievement gap, the CVC-OEI may establish partnerships with various research organizations with a goal of gathering data to support program efficacy. As such, Consortium colleges may be invited to participate in selected research projects.

Participation may include but is not limited to allowing CVC-OEI affiliated researchers access to campus and/or district data, as needed, encouraging participation in CVC-OEI focus groups, surveys, as well as closed beta testing of select student support technology tools and data

analytics projects. As required, CVC-OEI will facilitate agreements required to ensure compliance with data security and privacy requirements.

CVC-OEI agrees to provide Participating College with findings from any research conducted under this provision.

To successfully accomplish the goals of the CVC-OEI and support the new CVC Exchange, the Participating College agrees to an operational exchange of data between additional Participating Colleges as needed to support student transaction processing. An *Operating Level Agreement* is incorporated to establish the principles by which data is exchanged to facilitate the necessary operations of the CVC-OEI and to do so securely and with sufficient provisions to protect student privacy and in accordance with governing policies. These principles are incorporated as *Exhibit 1* and can be accessed at <https://cvc.edu/operatinglevelagreement/>.

4. Additional Benefits

Participating College receives the following additional benefits based on active membership in the CVC-OEI Consortium:

- a. Training and resources to support Colleges in the development of Local POER activities and programs.
- b. Project management support and technical assistance to supplement local technology resources for full implementation of the CVC Exchange.
- c. Participation in meeting(s) of the CVC-OEI Consortium, as specified in the Consortium charter.
- d. One complimentary registration per college to the annual Online Teaching Conference.

Appendix C: CVC-OEI Consortium Reciprocity Agreement

A *Consortium Reciprocity Agreement* ensures that students using the CVC Exchange receive equitable access and provides a basis for reciprocal business procedures and outcomes between Participating Colleges.

In keeping with the intent of AB 637 and California Education Code Chapter 9.7 Section 68101, the CVC Exchange will allow Home College students (those eligible to utilize online cross-enrollment) the opportunity to register for online classes and programs offered at a Consortium Teaching College without having to submit a second CCCApply admission application. Students completing courses through cross-enrollment may authorize transfer of their data between participating institutions to facilitate cross-enrollment activity. Upon completing cross-enrolled coursework, completion information will be routed from a student's Teaching College to their Home College via e-Transcript.

To successfully accomplish the goals of the new CVC Exchange, the Participating College agrees to adhere to the shared business processes and reciprocity policies. These policies can be found at <https://cvc.edu/consortiumreciprocityagreement/> and may be updated periodically by CVC-OEI to address changes in program requirements. Sufficient notice will be provided to Consortium colleges regarding updates or other changes.

Appendix D: Glossary of Terms

California Virtual Campus - Online Education Initiative (CVC-OEI):

A statewide initiative, funded by the CCC Chancellor's Office, that provides support to online teaching and learning programs and coordinates online infrastructure, resources, and services available to the entire CCC system. Resources include the CCMS and other components such as student resources, faculty resources, other technology resources, and research and policy documentation.

College Consortium Team:

A Consortium College workgroup that work together to deploy, communicate, and publicize the components of the CVC-OEI program according to the Agreement and operational considerations.

Common Course Management System (CCMS):

The CCMS is the common learning management platform provided by the CVC-OEI. At this time, the CCMS is Canvas.

CVC Exchange or Student-Centered Exchange:

The two-phase CVC Exchange facilitates students registering for online courses at CCCs throughout the state. It reduces and/or eliminates barriers and duplication in the application and matriculation processes and automates associated business processes. Additionally, it facilitates timely program completion by enabling students to enroll in courses critical to completing their educational goals, that are not readily available at their Home College.

Phase One: Course Finder:

Phase One of the CVC Exchange allows students to search for online classes currently offered at a CCC. It is the foundational portion of the CVC Exchange.

Phase Two: Cross Enrollment

Phase Two of the CVC Exchange allows students to search and enroll in classes offered at a CCC other than their Home College. Important student data, payment information, and credit transfer are all automated as part of cross enrollment.

CVC-OEI Consortium:

A consortium of California Community Colleges with a mission to expand the delivery of courses through technology pursuant to Schedule 26 and Provision 42 of Item 6870-101-0001 of Section 2.00 of the Budget Act of 2013 (Chapter 20 of the Statutes of 2013).

Home College:

The CCC at which a student is matriculated. Courses offered by a Teaching College are available to students from a Home College using cross-enrollment through the CVC Exchange. Colleges do not need to be members of this consortium in order to function as a student's Home College for purposes of cross-enrollment.

Project Lead:

A designee or designees of the Participating College who chairs the College Consortium Team and serves as primary liaison between the CVC-OEI and the College. The Project Lead assists the CVC-OEI in communicating and coordinating the project efforts at the College.

Rubric-Aligned Courses:

Online courses that have been submitted by Participating College faculty for peer review, instructional design, and accessibility support. The course review assesses alignment with the CVC-OEI Course Design Rubric for design and accessibility. The CVC-OEI Director of Professional Development oversees the review process and manages the standards impacting when courses are sufficiently aligned and can be badged accordingly.

Teaching College:

The CCC to which a student seeks access. Students from a Home College may use online cross-enrollment through the CVC Exchange to gain access to course(s) at a Teaching College.

AGENDA ITEM 12.(h)
MEETING DATE September 7, 2022

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

TO: Members of the Governing Board

SUBJECT: CHILD CARE CENTER PARTNERSHIP CONTRACT

REQUESTED ACTION:

☐ Information OR ☒ Approval
☐ Consent OR ☒ Non-Consent

SUMMARY: This annual renewal Agreement between Child Start, Inc. and Solano Community College Early Learning Center for 10 Head Start and 9 Early Head Start childcare slots commences August 1, 2022 and ends July 31, 2023. Both parties exercise the option to renew this contract on an annual basis for a period of five years through August 2024.

STUDENT SUCCESS IMPACT:

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

<i>Ed. Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact:</i>	<i>Refer to exhibit B</i>
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SUPERINTENDENT'S RECOMMENDATION: ☒ APPROVAL ☐ DISAPPROVAL
☐ NOT REQUIRED ☐ TABLE

Lisa Neeley
Vice President, Student Services

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 864-7159

TELEPHONE NUMBER

Lisa Neeley

VICE PRESIDENT APPROVAL

September 1, 2022

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

September 7, 2022

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**



CHILD CARE CENTER PARTNERSHIPS ANNUAL CONTRACT

This Agreement is by and between Child Start, Inc. hereinafter called "Child Start" a non-profit 501(c)(3) agency organized in the State in the California with a physical address of 439 Devlin Road, Napa, CA 94558 and Solano Community College, hereinafter referred to as the "Provider", a for-profit, licensed child care center with a physical address of 4000 Suisun Valley Road, Fairfield, CA 94534 with reference to the following:

Scope of Contract: Child Start agrees to contract with the Provider to provide the educational and comprehensive services of the Head Start (HS) / Early Head Start-Child Care Partnership (EHS-CCP) program to eligible families via 9 EHS-CCP and 10 HS full-day, full-year child care slots in Provider's existing child care center for dually eligible State and HS/EHS-CCP children between the ages of 0 to 3 years for EHS-CCP and 3 to 5 years for HS. Provider must offer at least 1,380 annual hours of planned class operations for all enrolled children.

Term: the term of this agreement shall commence on August 1, 2022 through July 31, 2023. The enrollment date for children, whereupon invoicing can begin is August 15, 2022. This agreement shall continue annually subject to the right of each party to terminate this agreement by notification in writing by either party providing at least 30 days of notice. Both parties may exercise an option to renew this contract on an annual basis for a period of five years through June 30, 2024.

Provisional Status: Child Start and any of its agents and/or funders (i.e., Child Care Community Care Licensing, Resource and Referral, CACFP and/or Office of Head Start) have the right to engage in ongoing monitoring and observations to determine whether Provider is making substantial gains towards meeting program goals and/or meeting his/her responsibilities pursuant to this Agreement. If a failure of the Provider to make substantial gains towards meeting program goals or a failure of the Provider to meet his/her responsibilities pursuant to this Agreement is documented, the Provider will be placed on a provisional status for a 30-day period at the end of which, Child Start will either terminate the contract, extend provisional status, or reinstate the original contract.

Terms and Conditions: Provider agrees to provide space, meals, supplies, supervision, and educational and child care services to children currently eligible for a State Funded Program or receiving a California State Child Care Subsidy. Eligible

children will be enrolled in the HS/EHS-CCP program operated by Child Start under the following terms and conditions.

The Provider agrees to:

Provider shall furnish a child development program and supervision of children between the ages of 0 – 5 years old (exact ages of children placed at Provider's center will be negotiated on a contract-by-contract basis), and agrees to furnish such services in compliance with all applicable federal, state or local laws, rules or regulations, including providing an alcohol and drug free and smoke free environment. As used in this Agreement, child development and supervision means the degree of child development and supervision that meet Head Start Performance Standards and Title 22 Childcare Regulations of the State of the California.

1. Provider will remain in compliance with applicable licensing laws and regulations. Provider will supply a copy of the following to be on file at the Child Start Administration Office location:
 - Childcare license issued by the State of California.
 - Proof of annual renewal of license (payment stub or receipt).
 - Proof of Liability Insurance in the amount of \$1,000,000 and endorsing Child Start as an additional insured under the Provider's liability policy.
 - Evidence of a tuberculosis clearance for the Provider and assistant(s) (if applicable) not older than 3 years prior to contract signing. If a Provider's employee is hired after contract signing, Provider must provide evidence of a tuberculosis clearance not older than 12 months for the new employee within 30 days of the date of hire.
 - Evidence of vaccination for pertussis, measles, and COVID-19 for the Provider and all employees. A statement from a physician that states the Provider and/or employee is already immune to measles/pertussis and COVID-19 or that there is a medical reason not to vaccinate the Provider/employee may be accepted. Person may be granted an exemption for a sincerely held religious belief, practice, or observance (established under Title VII of the Civil Rights Act of 1964). Providers must develop and implement a written COVID-19 testing protocol for those granted vaccine exemptions for COVID-19.
 - Live Scan clearance (for all caregivers) within the last two years.
 - Proof of Lead Testing Certification of water in licensed child care center and/or every 5 years after the date of the first test
2. Operate a child care center on a non-discriminatory basis, providing equal treatment and services without regard to race, color, creed, religion, national origin, ancestry, physical or mental disabilities, or sex.
3. Provide safe environments that meet the following Head Start performance standards:
 - Provider shall maintain an environment that is safe from hazards, and provides sufficient indoor and outdoor area for the number of children present.

- The child care facility must be safely supervised by licensed providers or assistants at all times when children are present.
 - Provider shall provide and maintain a fire extinguisher that is certified annually and easily accessible; working smoke detectors located on each story, corridors, sleeping rooms and recreation areas; a well-supplied first aid kit, and emergency and evacuation plans that are easily identifiable by adults.
4. Allow parents unlimited access to their children and to persons caring for their children during the normal hours of operation and whenever the children are in the care of Provider or Provider's employees.
 5. Complete yearly training on Child Abuse Reporting. The Provider must supply documentation of completion. Provider must report any known or suspected child abuse or neglect to the appropriate agencies, as required by law.
 6. Maintain records that are required by Title 22 of the California Code of Regulations and the Head Start Program Performance Standards. Provider shall make all such records available to Child Start representatives for program review, evaluation, audit and/or other purposes. Such records shall include, but are not limited to, attendance sheets, lesson plans, child observations and ongoing assessment, health/nutrition information, parent conference records, and other pertinent records that may be required by Child Start.
 7. Allow access to, and cooperate with authorized Child Start representatives (staff, contractors and Providers) in the observation and evaluation of the child care classrooms, lesson plans, and other records. Visits will be scheduled or unannounced during posted hours of operation. If the Provider must cancel a scheduled visit, Provider must provide Child Start 24-hour notice.
 8. Provide a program that will not include religious instruction or worship when serving HS/EHS-CCP program children.
 9. Enroll in and adhere to the Child Care Food Program (Child and Adult Care Food Program – CACFP) guidelines and serve meals appropriate to age, developmental readiness, and meal spacing requirements.
 10. Provide an individual space or container for children's personal belongings and take home materials.
 11. Meet with Child Start staff at least weekly to ensure Provider is offering quality classroom environments, intentional teaching, and nurturing teacher-child interactions. During such meetings, Child Start can make available a substitute teacher, as needed, to maintain necessary child supervision ratios.
 12. Work with Child Start staff on the required annual Program Self-Assessment and follow Child Start's adopted timeline. The Self-Assessment consists of, but is not limited to:
 - Results of Infant/Toddler Environment Rating Scale (ITERS)

- Results of Parent Survey
- Results of Desired Results Developmental Profile (DRDP)
- Results of Child Start's Quality Visit and Monitoring Tools

13. Adhere to the following Head Start Performance Standards in the implementation of Educational and Family Services:

- Conduct developmental screenings on children within forty-five (45) days of enrollment, utilizing the ASQ screening tools; work with staff to meet ongoing health requirements.
- Provide child education on Pedestrian Safety within thirty (30) days of enrollment.
- Conduct a developmental assessment utilizing the DRDP on each HS/EHS-CCP enrolled child three (3) times per program year following Child Start's adopted timelines. Provide Child Start with a copy of the DRDP assessments within Child Start's adopted timelines.
- Plan at least two child goals per quarter based on the results of the ongoing, developmental assessment.
- Utilize an evidence-based curriculum to plan the developmentally appropriate experiences for children.
- Work with Child Start staff to conduct two home visits and two parent conferences per year to review family assessments and discuss the results of screenings and developmental assessments with parents.
- Be inclusive of children with disabilities, consistent with their Individual Family Service Plan (IFSP) or Individual Education Plan (IEP) and provide an appropriate environment and adult guidance for the participation of children with special needs.
- Utilize information obtained from monthly meetings with Child Start staff and enrolled parents to develop family goals and incorporate parent input from home visits into the weekly lesson plans and the Individual Child Portfolio.
- Provide parent engagement opportunities for families, including promoting Triple P parenting education events at Child Start.
- Work with Child Start staff to complete family orientation process to help explain Head Start services to families.

14. Provider will complete all attendance forms and records as required by the rules, regulations and guidelines of the HS/EHS-CCP program, and provide Child Start with a monthly accounting (due by the 10th of each month) of each child's attendance that includes the daily sign-in/out sheets with parent's full signature and daily attendance records indicating child's absences with parent's signature.

15. Adhere to all educational requirements, including but not limited to those required by Head Start Performance Standards, California Community Care Licensing regulations, and Child Start. Providers who do not currently meet these educational requirements must enroll in a program to obtain a Child Development Associate Teacher permit, or an Associate's or Bachelor's degree in child development or early childhood education within six (6) months of beginning service provision. The program must include three (3) infant/toddler units. In addition, providers must acquire the CDA credential, Associate's, or Bachelor's

degree within 18 months of beginning service provision. If a Provider has an Assistant(s), the individual must meet the qualifications for a California Child Development Assistant Permit, and obtain the Permit within 12 months of contract signing.

16. Provider shall not transport HS/EHS-CCP program children at any time, except in the case of an emergency. An emergency would be due to fire or earthquake where home is damaged and children need to be moved to a safer location.
17. Licensing Visits and Type A Violations: Provider must notify the EHS-CCP Program Manager of any announced or unannounced licensing visit. If Provider receives a Type A Violation or is issued a Provisional License, Provider must notify Child Start within **one business day** of notification from Community Care Licensing. Provider becomes subject to an internal review by Child Start to determine a Provider's contract status, which can include Provisional Status or Termination.
18. Enrollment of Program Children: Provider shall enroll in his/her child care center no more children than the number authorized by his/her current Child Care Center License and Head Start Performance Standards. Provider agrees that Child Start is not obligated to fill any vacant slots not deemed part of the EHS-CCP or HS contract. Provider shall notify the Child Start representative within twenty-four (24) hours of any changes or status of children (such as a family losing subsidy, family drops from the program or requests extended leave) enrolled in the EHS-CCP or HS program.
 - Early Head Start regulations concerning enrollment are as follows: No more than eight (8) children can be enrolled in each classroom and the teacher ratio must be equal to or less than one (1) teacher per four (4) children (1:4).
 - Head Start regulations concerning enrollment are as follows:
 - No more than seventeen (17) children can be enrolled in each classroom if the class serves a majority of three year old children and the teacher ratio must be equal to or less than two teachers per seventeen children (2:17).
 - No more than twenty (20) children can be enrolled in each classroom and the teacher ratio must be equal to or less than one (1) teacher per ten (10) children (1:10). A size waiver of 45 CFR 1302.21(b) to serve up to 24 Head Start four year old children in one classroom may be approved by the Office of Head Start, conditioned upon Provider meeting the following requirements:
 - Provider must maintain 35 square feet of space per child;
 - Provider must meet State DOE Title V State Preschool staffing requirements with a paid staff ratio of one adult for every eight children;
 - Provider must meet Head Start classroom teacher credentialing requirements prescribed by Section 648A of the Improving Head Start for School Readiness Act; and
 - Provider must ensure classrooms serve predominately four or five-year-old children throughout the school year.

- Provider agrees to reserve any contracted HS/EHS-CCP slots for children and families who are dually eligible for State subsidy and HS/EHS for 15 days.
19. Provider agrees to the following statement of confidentiality: The use or disclosure of information of enrollees and/or their families will be limited to purposes directly connected with the administration of the HS/EHS-CCP program. Provider shall follow all State and Federal Guidelines.
 20. Provider shall invoice Child Start monthly for services by the 10th day of the month following services. Child Start will pay Provider within 30 days of receipt of invoice. Monthly invoices shall document in-kind documentation to include number of volunteer hours provided by parents, the costs of supplies and materials provided by Provider not paid for by this contract, the cost of space donated for the use of these services and/or costs related to staffing.
 21. Provider must not charge families enrolled in the HS/EHS-CCP program any program fees (such as fees for meals, enrollment or supplies), outside of those required by the State Funded Program.
 22. If Child Start supports the Provider with making facility upgrades and/or purchasing materials to meet California Child Care Licensing and Head Start Performance Standards totaling over \$15,000, Provider agrees to repay Child Start based on the schedule provided in Exhibit C.
 23. Provider agrees to provide to Child Start, assurances to verify that all construction and renovation projects and subcontracts financed with funds awarded under the HS/EHS-CCP program meet the requirements of the Davis-Bacon Act (40 U.S.C. 276a et seq.) and the Regulations of the Department of Labor, 29 CFR part 5. Such assurances must include verification that laborers and mechanics employed by contractors or subcontractors in the construction or renovation of the licensed child care facility in which enrolled HS/EHS-CCP children will be served, shall be paid wages at not less than those prevailing on similar construction in the locality, as determined by the Secretary of Labor.

Child Start agrees to:

1. Child Start agrees to pay the Provider the contracted rate for each enrolled child as defined in Exhibit B.
 - If a family enrolled in the HS/EHS-CCP program loses their California State Child Care Subsidy, Child Start agrees to pay the subsidy to Provider for up to one year as defined in *Table 2: Monthly Rate for Children without Child Care Subsidies*.
 - If a HS/EHS-CCP slot becomes vacant, Child Start will pay for the vacant slot for a 15-day calendar period as defined in *Table 3: Daily Rate for Vacancy or Partial Month of Service*. If a vacant slot is not filled within a 15-day period, Provider may enroll a non-HS/EHS-CCP qualified child and/or Child Start may redistribute the slot, at which time, the contract will be amended to reflect the most current number of HS/EHS-CCP slots contracted to the Provider.

- If the Provider provides less than 11 days of service during any given month, Child Start will pay for each day of service based on the daily rates defined in *Table 3: Daily Rate for Vacancy or Partial Month of Service*.
2. Child Start agrees to pay costs for initial lab test for Lead Testing Certification related to Health and Safety and Head Start regulations. If the Provider has elevated lead levels, the Provider must follow proper protocols to correct the issue per California Community Care Licensing. As possible, Child Start will collaborate with Provider on corrective actions and/or recommended guidance received from consultant conducting Lead Testing Certification.
 3. Child Start agrees to pay for costs associated with meeting the EHS education qualifications and credential requirements of the Provider and/or Provider's staff working directly with HS/EHS-CCP children, not to exceed the amount of \$1,000. (As Applicable)
 4. In addition to the above payments, Child Start agrees to provide diapers, gloves, changing table paper, wipes and oral health supplies for the enrolled children. Furthermore, if a child has a diagnosed special need requiring special supplies or equipment, Child Start will provide the necessary supplies and equipment to the Provider.
 5. Child Start agrees to make available ongoing training, support and evaluation to assist Provider in making substantial gains towards meeting program goals and/or meeting his/her responsibilities pursuant to this Agreement. This includes, but is not limited to regular visits (scheduled and unannounced) during hours of operation.
 6. To provide copies of Head Start Performance Standards, forms and samples of record-keeping systems to ensure compliance with Head Start guidelines.
 7. To assist in recruiting families in need of child care and Head Start/Early Head Start-Child Care Partnership services, as well as to verify HS/EHS-CCP eligibility and to conduct required HS/EHS enrollment paperwork of eligible families. In addition, Child Start agrees to provide information to parents that explain HS/EHS-CCP services, requirements and expectations. (For provider to be authorized to be paid for services, only authorized Child Start personnel may verify eligibility and enroll children in the HS/EHS-CCP program.)
 8. To make available the following services to Provider:
 - Technical assistance, coaching and mentoring to Provider in the provision of educational services.
 - Include Provider and Provider's Staff in all Child Start Staff Development opportunities to include specialized training in curriculum and family advocacy.
 - Work in collaboration with Provider and Provider's Staff to assist with the referral process.
 - Provide support with all necessary emergency/safety plans.

General Provisions:

1. Child Start retains the right to terminate this Agreement at any time by providing written notice thereof if:
 - Provider fails to perform any covenants, obligations or duties under this Agreement or fails to comply with any law, rule, or regulation, guideline or directive established by the Federal Government, the State of California, the California Department of Education or the Head Start Performance Standards.
 - Provider submits false information, including days and hours of child's attendance. Submission of false information may constitute fraud, and any fraudulent claims will be referred to the appropriate law enforcement agency for investigation.
 - Provider's conduct is rude, uncooperative, contentious, badgering, or verbally abusive to parents, children, Child Start representatives and/or agents, and/or representatives of any of Child Start's funders.
 - Provider fails to provide verification of current child care license or provide forms and records required of Provider that are necessary for the operation of the Child Care Center.
2. Notwithstanding the foregoing paragraph, either party may terminate this Agreement providing the other party with written notice at least thirty (30) days prior to the effective date thereof.
3. It is expressly understood that Provider shall perform all acts as required under this Agreement as an independent provider and that Provider shall not be considered an officer, agent or employee of Child Start. As an independent provider, Provider shall not be entitled to any rights or benefits of employees of Child Start, including, but not limited to, unemployment insurance, worker's compensation, retirement benefits, state disability or other leave benefits. Nothing in this Agreement shall be construed to mean that Child Start retains any control over the manner and means by which Provider performs its services but only over the results of those services, notwithstanding the specificity required by the State of California and Federal Government to carry out this contract.
4. Discipline of Children: California Codes prohibit the use of corporal punishment or unusual means of punishment. Discipline of children must be fair, reasonable and consistent, and must be related to the offense. Corporal punishment (spanking) is not permitted even though the child's parents may have given consent. Punishment connected with functions of living such, as eating, sleeping, or the elimination of human wastes shall not be used.
5. Indemnification: Provider will defend, indemnify, and hold harmless Child Start and its affiliates, directors, officers, agents, representatives, and employees harmless from and against any and all claims, actions, costs (including attorney's fees and costs), losses, damages, and/or liabilities for injury, including death, to any person or damage to any property: (1) arising from Provider's operation of its child care facility under this Agreement; (2) arising from Provider's provision of services under this Agreement; (3) arising out of any injury or expenses suffered or incurred

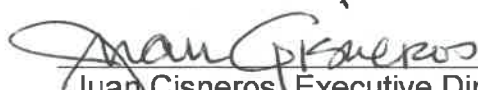
by Child Start in the review of Provider's performance of its duties and responsibilities under this Agreement; (4) arising out of Child Start's duties, acts, or omissions or those of its officers, employees, or agents pursuant to this Agreement, including any negligent or intentional acts on their part. This provision shall survive the performance of this Agreement and shall remain in full force and effect notwithstanding such performance.

6. Controlling Status: Attached hereto as Exhibit A and incorporated herein by reference are the additional Assurances governing contracts between the Provider and Child Start. The Parties to this Agreement shall abide by all of the terms and conditions set forth in the Assurances. Additionally, each provision and clause required by law to be inserted in this Agreement shall be deemed to have been inserted in this Agreement, and this Agreement shall be read and enforced as though each such provision were included. If through mistake or otherwise any such provision is not inserted or is not correctly inserted, this Agreement shall be amended to make such insertion upon the application of either Party.
7. The laws of the State of California shall govern this Agreement.

This Agreement of Services for Licensed Child Care Centers between the Child Start HS/EHS-CCP program and Solano Community College shall be effective on August 1, 2022 and shall remain in force until July 31, 2023.

APPROVED BY:
Child Start Incorporated

APPROVED BY:
Solano Community College



Juan Cisneros, Executive Director
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Date: 7-20-2022

Date: _____

EXHIBIT "A" ASSURANCES

Provider hereby assures and certifies to Child Start that it will comply with the regulations, policies, guidelines and requirements, including 45 CFR Part 87, 45 CFR Part 75 and 2 CFR Part 200 as they relate to the application, acceptance and use of federal funds for federally assisted project(s). To the extent applicable, Provider assures and certifies to Child Start that:

1. It possesses legal authority to enter into this Agreement; that a resolution, motion, or similar action has been duly adopted or passes as an official act of the applicant's governing body, authorizing the execution of this Agreement, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative of the Provider to act in connection with the Agreement and to provide such additional information as may be required.
2. It, and any subcontractor hired by Provider to perform on its behalf hereunder, will comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246, relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
3. It, and any subcontractor hired by Provider to perform on its behalf hereunder, will comply with the provisions of the Hatch Act (5 U.S.C. §§ 1501 – 1508; and 7324 – 7328), which limits the political activity of the employee.
4. It, and any subcontractor hired by Provider to perform on its behalf hereunder, will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
5. It, and any subcontractor hired by Provider to perform on its behalf hereunder, will comply with the Copeland "Anti-Kickback" Act (18 U.S.C. § 874), as supplemented by the Department of Labor Regulations (29 C.F.R. Part 3, "Contractors and subcontractors on public building or public work financed in whole or in part by loans or grants from the United States").
6. It, and any subcontractor hired by Provider to perform on its behalf hereunder, will fully comply with all Federal statutes relating to the prohibition against forced child labor and severe forms of trafficking in persons. These include but are not limited to the Trafficking Victims Protection Act of 2000 (22 U.S.C. §§ 7104, et seq.) which authorizes the termination of grants, contracts and/or cooperative agreements, without penalty to the Federal awarding agency/department, if Provider or any of its subcontractors (i) engages in

severe forms of trafficking in persons; (ii) has procured a commercial sex act during the effective period of the contract; and/or (iii) uses forced labor in its performance of this Agreement.

7. It, and any subcontractor hired by Provider to perform on its behalf hereunder, will fully comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) which prohibits discrimination on the bases of race, color or national origin; Title VII of the Civil Rights Act of 1964, as amended, the California Fair Employment Practices Act; and any other Federal and State law and regulations hereinafter enacted which may apply to the application.

8. To the extent applicable, if Provider, including any subcontractor it hires to perform on its behalf hereunder, is awarded construction contracts of more than \$2,000, Provider agrees to comply with the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7) as supplemented by Department of Labor Regulations (29 CFR Part 5, "Labor standards provisions applicable to contracts governing federally financed and assisted construction"), including the requirement that the correct scale of wages to be paid be posted by the Contractor in a prominent and easily accessible location at the HHS funded worksite.

9. Regarding all negotiated contracts, excluding those for less than \$2,500, Child Start, the Federal Awarding Agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the contractor which are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts and transcriptions.

10. It, and any subcontractor hired to perform on its behalf hereunder, will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

EXHIBIT "B"
CONTRACT RATES FOR CHILD CARE CENTERS

Table 1: Monthly Rate for Children with Child Care Subsidies

County	Birth to 3 Years EHS-CCP	3 through 5 Years Head Start
Napa County	\$529.48	\$385.25
Solano County	\$529.48	\$380.99

Table 2: Monthly Rate for Children without Child Care Subsidies

County	EHS-CCP	Head Start
Napa County (0 to 24 months)	\$1,844.48	\$0.00
Napa County (2 through 5 years)	\$1,414.16	\$1,342.06
Solano County (0 to 24 months)	\$1,671.16	\$0.00
Solano County (2 through 5 years)	\$1,238.63	\$1,164.39

Table 3: Daily Rate for Vacancy or Partial Month of Service

County	Children without Subsidies	Children with Subsidies
Napa County (0 to 24 months)	\$96.42	\$24.06
Napa County (2 through 5 years)	\$70.99	\$17.51
Solano County (0 to 24 months)	\$84.75	\$24.06
Solano County (2 through 5 years)	\$60.00	\$17.32

*For vacancies, the daily rate is paid based on the actual number of service days that a slot is vacant with a maximum of 11 service days. If a vacant slot is filled within 15 calendar days, monthly rates apply.

**For partial months of service, the daily rate applies if less than 11 services days are offered in any given month. If a provider offers 11 or more days of service in a month, the monthly rate shall apply.

EXHIBIT "C"
PROVIDER REPAYMENT SCHEDULE FOR FACILITY UPGRADES FUNDED BY
CHILD START

Contract Duration After Facility Upgrade	Repayment Percentage
If Child Start or Provider terminate contract in less than one year (0 to 12 months)	100% repayment is due
If Child Start or Provider terminate or decide not to renew contract between 1 to 2 years	66% repayment is due
If Child Start or Provider terminate or decide not to renew contract between 2 to 3 years	33% repayment is due
If Child Start or Provider terminate or decide not to renew contract after 3 years	0% repayment is due