



AGENDA

~ PLEASE NOTE ~

Solano Community College District Governing Board Meetings will be livestreamed. For details, please see the Governing Board page at www.solano.edu.

SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD

Notice of Regular Meeting

Wednesday, May 17, 2023

6:30 p.m. Open Session

6:35 p.m. Closed Session

7:00 p.m. Open Session

Administration Building, Denis Honeychurch Board Room 626

4000 Suisun Valley Road

Fairfield, CA 94534-3197

Please Note: SCCD Governing Board Meetings are **recorded** per Government Code Sections 54953.5 and 54953.6 and Education Code Section 72121(a). Recordings shall be subject to inspection by members of the public in accordance with the California Public Records Act, Government Code Section 6250. Members of the public may address the Board on any item within the Board's jurisdiction. Cards which must be completed requesting to address the Board are available at the press table and must be submitted to the Board Secretary at the meeting. Persons addressing items included on the agenda will be heard at the time the item is considered. Persons requesting to address items or subjects that are not on the agenda will be heard under the agenda item, "Comments from Members of the Public." **Except as extended by the Board President or action of the Board, each speaker coming before the Board is limited to one presentation per specific agenda item and to one presentation per meeting on non- agenda matters. The three minutes time allotted for speaking per topic is only allotted for the individual whose name is on the Public Comment Card that is submitted at the beginning of the meeting. No speaker can yield their three minutes or a portion of their three minutes to another speaker. (SCCD Board Policy 1043).** The Board cannot take action on any items not on the agenda unless authorized by law. Matters brought before the Board that are not on the agenda may, at the Board's discretion, be referred to staff or placed on a future agenda. The Board reserves the right to modify the order of business in the manner it deems appropriate. As a courtesy to others, please turn off cell phones or pagers.

LAND ACKNOWLEDGEMENT

We acknowledge the land on which we are gathered. For thousands of years, this land has been the home of Patwin people. Today, there are three federally recognized Patwin tribes: Cachil DeHe Band of Wintun Indians of the Colusa Indian Community, Kletsel Dehe Band of Wintun Indians, and Yocha Dehe Wintun Nation.

The Patwin people have remained committed to the stewardship of this land over many centuries. It has been cherished and protected, as elders have instructed the young through generations. We are honored and grateful to be here today on their traditional lands.

Approved by Yocha Dehe Tribal Council (July 23, 2019)

- 1. CALL TO ORDER (6:30 p.m.)**
- 2. PLEDGE OF ALLEGIANCE TO THE FLAG OF THE UNITED STATES OF AMERICA**
- 3. ROLL CALL**

Denis Honeychurch, President
Rosemary Thurston, Vice President
Amber Cargo-Reed
Karimah Karah, J.D.
Amanda Lopez-Lara
Quinten R. Voyce
A. Marie Young
Celia Esposito-Noy, Ed.D., Secretary
Sumiya Ragab, Student Trustee
- 4. APPROVAL OF AGENDA**
- 5. COMMENTS FROM MEMBERS OF THE PUBLIC (CLOSED SESSION)**
- 6. CLOSED SESSION (6:35 p.m.)**

Closed Session may be held as authorized by law for matters including, but not limited to conference with labor negotiator, public employment (public employee discipline, dismissal and release); potential litigation, purchase, sale, exchange or lease of real property.

- (a) Conference with Labor Negotiator (Govt. Code § 54957.6)
Agency Negotiator: Salvatore Abbate, Human Resources
Employee Organization: CCA/CTA/NEA, CSEA, Operating Engineers—Local 39
 - (b) Public Employee Discipline/Dismissal/Release (Govt. Code § 54957)
 - (c) Conference with Legal Counsel – Anticipated Litigation, Initiation of Litigation, and Significant exposure to litigation pursuant to subdivision (d) of Govt. Code § 54956.9
- 7. RECONVENE REGULAR MEETING (7:00 p.m.)**

8. REPORT OF ACTION IN CLOSED SESSION

9. COMMENTS FROM MEMBERS OF THE PUBLIC (CONTINUED)

10. REPORTS (NO ACTION REQUIRED)

- (a) Associated Students of Solano College (ASSC)
- (b) Academic Senate
- (c) College Governance Council
- (d) Superintendent-President

11. CONSENT AGENDA – ACTION ITEMS

All matters listed under the Consent Agenda are considered by the Board to be routine and will be enacted by the Board in one motion. There will be no discussion on these items prior to the time the Board votes on the motion unless members of the Board, staff or the public request specific items to be discussed and/or removed. Time will be provided before the vote for clarification questions without removing an item from the Consent Agenda.

Superintendent-President

- (a) Draft Minutes for the Board Meeting Held on May 3, 2023 (Pending Board Approval)

Human Resources

- (b) Employment 2022-2023 and 2023-2024, Page 6

Finance and Administration

- (c) Warrants, Page 8
- (d) Personal Services Agreements and Contracts Under \$50,000, Page 10
- (e) Termination of Sactown Contractors, Corp.'s Right to Perform Its Contract, Page 12

12. ITEMS REMOVED FROM CONSENT AGENDA

13. NON-CONSENT AGENDA ITEMS – ACTION ITEMS

Human Resources

- (a) Resignation to Retire, Page 13

Finance and Administration

- (b) Approval of Revisions to Board Policies 3840, 3850, 3860, and 3865, Page 14
- (c) Contract Agreement with Laerdal Medical Corporation for Medical Simulation Equipment, Page 19

Bond

- (d) Contract Award to Lionakis for Architectural Services for the Main Entrance Improvement Project, Page 29
- (e) Contract Amendment #1 to Brooktrout Designs for Architectural Engineering Services for the Gym Audio-Video Enhancement Project, Page 31
- (f) Contract Award to Kitchell Capital Expenditure Management for Facilities Asset Management Services Project, Page 33

Student Services

- (g) Resolution No. 22/23-35 Proclaiming May 2023 as Asian/Pacific American Heritage Month, Page 35

14. INFORMATION ITEMS – NO ACTION REQUIRED

- (a) FY 2022-2023 Budget Update, 3rd Quarter, Page 38
- (b) Measure Q Quarterly Progress Update Report to the Governing Board, Page 59
- (c) Board Presentation – Quad Water Conservation Project, Page 62

15. ANNOUNCEMENTS

16. ITEMS FROM THE BOARD

17. CLOSED SESSION (CONTINUED IF NECESSARY)

Closed Session may be held as authorized by law for matters including, but not limited to conference with labor negotiator, public employment (public employee discipline, dismissal and release); potential litigation, purchase, sale, exchange or lease of real property.

18. RECONVENE REGULAR MEETING (IF NECESSARY)

19. REPORT OF ACTION TAKEN IN CLOSED SESSION (IF NECESSARY)

20. ADJOURNMENT

Non-confidential materials related to an item on this Agenda submitted to the Board of Trustees after distribution of the agenda packet are available for public inspection in the Office of the Superintendent-President in the Administration Building, 4000 Suisun Valley Road, Fairfield, California 94534. Non-confidential materials provided at time of publication are available on the Solano College Web site at www.solano.edu for public inspection.

Pursuant to Government Code Sections 11123.1 and 11125(f), individuals with disabilities who require accessible alternative formats of the agenda and related meeting materials and/or auxiliary aids/services to participate in the meeting should contact the Superintendent-President's Office at (707) 864-7299 no later than three days prior to the scheduled meeting. Meetings are held in locations which are wheelchair accessible.

**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>
Jon Cornelison	Vice President, Technology Services	05/22/2023
Josamel Gonzalez	Custodian	06/01/2023
Katherine Sullenger-Bruno	ASC Student Services Generalist	06/01/2023
Delfina Veliz	Custodian	06/01/2023

Change in Assignment

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Leigh Anne Jones	From Administrative Assistant III to ERA Canvas Technician	05/18/2023

District Resignation

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Alexandria Castaneda	EOPS & Care Coordinator 3 years and 11 months of service at SCC	05/25/2023

Salvatore Abbate
Human Resources

May 5, 2023

Date Submitted

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

May 17, 2023

Date Approved

Short-Term/Temporary/Substitute

<u>Name</u>	<u>Assignment</u>	<u>Fund/Grant</u>	<u>Effective</u>	<u>Amount</u>
Isabel Anderson	ISER Writing	General	06/01/23-06/30/23	\$4,150.00 (Lump Sum)
Saki Cabrera	ISER Evidence	General	06/01/23-06/30/23	\$2,870.00 (Lump Sum)
Deborah Jojola	JLA – EMT	General	05/18/23-06/30/23	\$26.00/hr.
Diana Khateeb	Non-Sworn Public Safety Officer	General	05/18/23-06/30/23	\$26.00/hr.
Ashlie Lawson	Articulation Officer	General	06/01/23-06/30/23	\$69.05/hr.
Linda Noveroske-Tritten	Rising Scholar Coord	Rising Scholars	06/01/23-06/30/23	\$2,150.00 (Lump Sum)
John Perez	Canvas Tech & CVC Work	Canvas Tech & CVC Work	06/01/23-06/30/23	\$54.87/hr.
Joshua Scott	Senate President	Senate President	06/01/23-06/30/23	\$2,500.00 (Lump Sum)
Nick Turney	Rising Scholar Coord	Rising Scholars	06/01/23-06/30/23	\$2,075.00 (Lump Sum)

EMPLOYMENT 2023-2024**Regular Assignment**

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Patrick Grant	Chemistry Instructor (FT Temporary)	08/10/23-12/15/23

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: WARRANTS – APRIL 2023

REQUESTED ACTION:

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

SUMMARY:

4/7/2023	AP Vendor Payments	11119357 - 11119432	\$380,191.26
4/7/2023	QD Vendor Payments	11119433 - 11119434	\$20,222.37
4/7/2023	QE Vendor Payments	11119435 - 11119436	\$842.16
4/13/2023	AP Vendor Payments	11119437 - 11119474	\$71,540.08
4/13/2023	QC Vendor Payments	11119475 - 11119476	\$9,875.00
4/13/2023	QD Vendor Payments	11119477	\$205,122.00
4/13/2023	QE Vendor Payments	11119478 - 11119479	\$5,103.38
4/21/2023	AP Vendor Payments	11119480 - 11119471	\$348,255.03
4/21/2023	CP Vendor Payments	11119572 - 11119574	\$32,613.10

CONTINUED ON NEXT PAGE:

STUDENT SUCCESS IMPACT:

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

Ed. Code: 70902 & 81656 Board Policy: 3240 Estimated Fiscal Impact: \$

SUPERINTENDENT'S RECOMMENDATION:

☒ APPROVAL ☐ DISAPPROVAL
☐ NOT REQUIRED ☐ TABLE

Susan Wheet
Vice President, Finance and Administration

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7209

TELEPHONE NUMBER

Susan Wheet, Finance and Administration

VICE PRESIDENT APPROVAL

May 5, 2023

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

May 17, 2023

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: WARRANTS – APRIL 2023

REQUESTED ACTION:

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

SUMMARY:

4/21/2023	QC Vendor Payments	11119575	\$1,750.00
4/21/2023	QD Vendor Payments	11119576 - 11119579	\$383,173.96
4/21/2023	QE Vendor Payments	11119580 - 11119581	\$2,575.00
4/28/2023	AP Vendor Payments	11119582 - 11119621	\$109,728.76
4/28/2023	QC Vendor Payments	11119622	\$439.58
4/28/2023	QD Vendor Payments	11119623 - 11119627	\$36,422.40
4/28/2023	QE Vendor Payments	11119628 - 11119629	\$12,344.50
Total Vendor Payments			\$1,620,198.58

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

TO: MEMBERS OF THE GOVERNING BOARD

SUBJECT: FINANCE & ADMINISTRATION CONSENT AGENDA – PSA’S & CONTRACTS UNDER \$50,000

REQUESTED ACTION:

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

PERSONAL SERVICES AGREEMENTS

**Student Services
Lisa Neeley, Vice President**

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Mayra Letitia Valdez	Caterer will provide food for 150-200 guests at the Latino Recognition Ceremony on May 19, 2023. All services provided by the vendor including utensils and entree, drink, and dessert per person.	05/19/23-05/19/23	Not to Exceed \$2,250.00
Sandra Trujillo	Vendor to provide entertainment for the Latino Recognition Ceremony on May 19, 2023. Includes a Folklorico dance troupe that will perform 3-4 dances, accompanied by a singer, taking place throughout the ceremony and dinner. There will also be 3 couples and a solo singer performing with the participation of SCC students.	05/19/23-05/19/23	Not to Exceed \$350.00

Continued on next page

CONTRACT SERVICES AGREEMENTS & RENEWALS

Finance and Administration
Susan Wheat, Vice President

<u>Name</u>	<u>Description</u>	<u>Effective</u>	<u>Amount</u>
Desert Information Services	Consultant to advise, assist, or install at the discretion of the Project Manager, James Calilan in support of general Banner and Ethos DBA work.	07/01/23 – 06/30/24	Not to Exceed \$14,000.00
Strata Information Group (SIG)	Vendor will provide consulting services for the staff of Solano Community College District (SCCD) as directed, to perform Banner® technical and SaaS support (billed monthly). Cost includes project management, preparation time, travel time (if applicable), on site and/or remote labor and development of consulting activity reports	07/01/23 – 06/30/24	Not to Exceed \$49,500.00
Triumph Protection Services	Vendor to provide additional protection services and crowd control during 2023 Solano Community College Commencement. This will supplement the existing staffing of the SCC Public Safety Office (PSO). Vendor will provide 6 personnel at the rate of \$50 per hour, for up to six (6) hours each.	05/25/23 - 05/25/23	Not to Exceed \$2,100.00

Susan Wheat
Vice President, Finance & Administration

May 5, 2023
Date Submitted

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

May 17, 2023
Date Approved

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

TO: Members of the Governing Board

**SUBJECT: TERMINATION OF SACTOWN CONTRACTORS, CORP.'S
RIGHT TO PERFORM ITS CONTRACT**

REQUESTED ACTION:

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

SUMMARY:

That the Governing Board terminate Sactown Contractors, Corp.'s right to perform the work of the Contract because Sactown Contractors, Corp., through its attorney, notified the District of its inability to complete the Project. Also, that the Governing Board authorize the Superintendent-President and/or her designee to take all necessary action to facilitate completion of the Project, including tendering completion of the Project to Old Republic Surety Company, the performance bond surety, and take all further steps necessary in accordance with the Board's action.

STUDENT SUCCESS IMPACT:

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

Ed. Code: NA Board Policy: NA Estimated Fiscal Impact: \$0

SUPERINTENDENT'S RECOMMENDATION:

☐ APPROVAL ☐ DISAPPROVAL
☒ NOT REQUIRED ☐ TABLE

Lucky Lofton
VP, Facilities and Executive Bonds Manager

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 863-7855

TELEPHONE NUMBER

Susan Wheat
VP, Facilities and Executive Bonds Manager

VICE PRESIDENT APPROVAL

May 8, 2023

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

May 17, 2023

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

SUBJECT: RESIGNATION TO RETIRE

REQUESTED ACTION:

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

SUMMARY:

<u>Name</u>	<u>Assignment & Years of Service</u>	<u>Effective</u>
Lue Cobene	English Instructor 33 years of service with SCC	05/25/2023
Pamela Muick	Adjunct Biology Instructor 16 years of service with SCC	05/25/2023

STUDENT SUCCESS IMPACT:

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

Ed. Code: 24205

Board Policy: 4400

Estimated Fiscal Impact: N/A

SUPERINTENDENT'S RECOMMENDATION:

☒ APPROVAL ☐ DISAPPROVAL
☐ NOT REQUIRED ☐ TABLE

Salvatore Abbate
Human Resources

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

ADDRESS

707-864-7263

TELEPHONE NUMBER

VICE PRESIDENT APPROVAL

May 5, 2023

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

May 17, 2023

**DATE APPROVED B/Y
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: APPROVAL OF REVISIONS TO BOARD POLICIES 3840,
3850, 3860, AND 3865**

REQUESTED ACTION:

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

SUMMARY:

The Governing Board establishes broad institutional policies and appropriately delegates responsibility to implement these policies. At this time, Board Policies 3840, 3850, 3860, and 3865 are being presented for approval.

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: 1000</i>	<i>Estimated Fiscal Impact: N/A</i>
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SUPERINTENDENT'S RECOMMENDATION:	<input type="checkbox"/> APPROVAL	<input type="checkbox"/> DISAPPROVAL
	<input checked="" type="checkbox"/> NOT REQUIRED	<input type="checkbox"/> TABLE

Susan Wheet
Vice President, Finance & Administration

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7209

TELEPHONE NUMBER

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

VICE PRESIDENT APPROVAL

May 5, 2023

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

May 17, 2023

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

SOLANO COMMUNITY COLLEGE DISTRICT

WORKPLACE VIOLENCE PLAN

3840

POLICY: The Governing Board is committed to providing a District work and learning environment that is free of violence and the threat of violence. The Governing Board's priority is the effective handling of critical workplace violence incidents, including those dealing with actual or potential violence.

The Superintendent/President or ~~his/her~~ **their** designee shall establish administrative procedures that assure that employees are informed regarding what actions will be considered violent acts, and requiring any employee who is the victim of any violent conduct in the workplace, or is a witness to violent conduct to report the incident, and that employees are informed that there will be no retaliation for such reporting.

**REFERENCES/
AUTHORITY:**

Cal-OSHA: Labor Code §§ 6300 et seq; 8 California Code of Regulations § 3203; "Workplace Violence Safety Act of 1994" (Code of Civil Procedures § 527.8 and Penal Code §§ 273.6 and 12021)

ADOPTED: October 18, 2006
REVISED: April 19, 2023
REVIEWED: 2008 – No Updates

SOLANO COMMUNITY COLLEGE DISTRICT

SAFETY

3850

POLICY:

The Superintendent/President or ~~his/her~~ **their** designee shall establish administrative procedures to ensure the safety of employees and students on District sites, including the following:

- Compliance with the United States Department of Transportation regulations implementing the Federal Omnibus Transportation Employee Testing Act of 1991. Specifically, the District shall comply with the regulations of the Federal Highway Administration (FHWA) and, if applicable, the Federal Transit Administration (FTA). Compliance with these policies and procedures may be a condition of employment.
- Establishment of an Injury and Illness Prevention Program in compliance with applicable OSHA regulations and State law. These procedures shall promote an active and aggressive program to reduce and/or control safety and health risks.
- Establishment of a Hazardous Material Communications Program, which shall include review of all chemicals or materials received by the District for hazardous properties, instruction for employees and students on the safe handling of such materials, and proper disposal methods for hazardous materials.
- Prohibition of the use of **all tobacco products district wide, as referenced in Board Policy 4215 in all public buildings and not within 20 feet of the entrance to any building.**

REFERENCES/

AUTHORITY: (No Reference Cited)

ADOPTED: October 18, 2006

REVISED: April 19, 2023

REVIEWED: 2008 – No Updates

SOLANO COMMUNITY COLLEGE DISTRICT

REPORTING OF CRIMES

3860

POLICY: The Superintendent/President or ~~his/her~~ **their** designee shall assure that, as required by law, reports are prepared of all occurrences reported to the campus ~~police of~~ **Department of Public Safety** and arrests of crimes committed on campus that involve violence, hate violence, theft or destruction of property, illegal drugs, or alcohol intoxication. The Superintendent/President or ~~his/her~~ **their** designee shall further assure that required reports of non-criminal acts of hate violence are prepared. Such reports shall be made available as required by law.

REFERENCES/

AUTHORITY: Education Code Section 67380

ADOPTED: October 18, 2006

REVISED: April 19, 2023

REVIEWED: 2008 – No Updates

SOLANO COMMUNITY COLLEGE DISTRICT

SEXUAL AND OTHER ASSAULTS ON CAMPUS

3865

POLICY: Any sexual assault or physical abuse, including, but not limited to, rape, as defined by California law, whether committed by an employee, student, or member of the public, that occurs on District property, is a violation of District policies and procedures, and is subject to all applicable punishment, including criminal procedures and employee or student discipline procedures. Students, faculty, and staff who may be victims of sexual and other assaults shall be treated with dignity and provided comprehensive assistance. The Superintendent/President or his/her ~~their~~ designee shall establish administrative procedures that ensure that students, faculty, and staff who are victims of sexual and other assaults receive appropriate information and treatment. The procedures for sexual assaults shall meet the criteria contained in EC 67385 and 34 C.F.R. § 668.46.

**REFERENCES/
AUTHORITY:**

Education Code Section 67385; the Jeanne Clery
Disclosure of Campus Security Policy and Campus
Criminal Statistics Act; 34 C.F.R. § 668.46.

ADOPTED: October 18, 2006

REVISED: April 19, 2023

REVIEWED: 2008 – no updates

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AGREEMENT WITH LAERDAL MEDICAL
CORPORATION FOR MEDICAL SIMULATION
EQUIPMENT**

REQUESTED ACTION:

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

SUMMARY: Board approval is requested for the Contract Agreement with Laerdal Medical Corporation to purchase one (1) new Laerdal SimMan 3G Plus Manikan, LLEAP Simulation software and computer, SimPad, Patient Monitor, and mobile router. Vendor will also provide virtual training for one year and cloud storage.

The benefits to purchasing this equipment include:

- Immersive training for emergency care procedures
- Provides learners with experience representing real-world situations

Contract to be paid using Strong Workforce Funds.

STUDENT SUCCESS IMPACT:

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

<i>Government Code:</i>	<i>N/A</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact: \$123,632.81</i>
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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

May 5, 2023

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

May 17, 2023

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**



Laerdal Medical Corporation
 167 Myers Corners Road
 Wappingers Falls, NY 12590
 Phone Order To: 877-LAERDAL
 Fax Order To: (800) 227-1143
 Email: customerservice@laerdal.com

Client Executive
 Luis Martinez
 luis.martinez@laerdal.com

National Accounts Manager
 Scott Spakes
 scott.spakes@laerdal.com

To prevent any delays in processing your purchase, please include your quote # when ordering.

DATE: 3/6/2023
ATTN: Handel Malone
 +117078647167
 handel.malone@solano.edu

QUOTE NUMBER: Q-684093

CREDIT TERMS: 30 days

EXPIRATION DATE: 6/1/2023

SHIP TO
 Handel Malone
 4000 SUISUN VALLEY ROAD
 FAIRFIELD CA 94534

BILL TO: 00108432
 SOLANO COMMUNITY COLLEGE
 4000 SUISUN VALLEY ROAD
 FAIRFIELD CA 94534

FCCC Contract 00004233 pricing applied

SimMan 3G PLUS

QTY	PRODUCT	DESCRIPTION	TERM (MONTHS)	LIST PRICE	UNIT PRICE	EXTENDED PRICE
1	212-03250	SimMan 3G PLUS Dark Manikin and Accessories Includes SimMan 3G PLUS Manikin, LLEAP License, USB Headset/Microphone, Consumables, Soft Sided Carry Case, 1 Year Manufacturer's Warranty.		\$86,599.00	\$76,044.12	\$76,044.12
1	400-10201	Laptop For use with LLEAP, Ultrasound, or as a Patient Monitor		\$2,149.00	\$1,958.96	\$1,958.96
1	400-29301	All In One Panel PC For use as an Instructor Computer with LLEAP software, or a LLEAP, SimPad or SimPad Plus Patient Monitor		\$2,749.00	\$2,482.54	\$2,482.54
1	400-93050	Mobile Router Can accommodate up to 3 simulators being used simultaneously on one router. Battery-powered and ideal for mobile simulations. For optional internet access, SIM Card (not included) must be purchased by the customer.		\$229.00	\$205.86	\$205.86

QTY	PRODUCT	DESCRIPTION	TERM (MONTHS)	LIST PRICE	UNIT PRICE	EXTENDED PRICE
1	212-B- EDBNDL1P	SimMan 3G PLUS Education Bundle: Getting Started/LLEAP A 2-day educational session with a Laerdal Educator at the customer site for up to 8 participants. Day one focuses on fundamental knowledge of the Simulator and day two provides in-depth knowledge of the Learner Application software.		\$7,898.00	\$6,405.16	\$6,405.16
1	212-B- PVplusP-S3G	ValuePlus SimMan 3G PLUS Platinum Includes Installation, Extended Warranty, Loaner coverage and Preventative Maintenance on Site.	36	\$39,792.00	\$27,854.40	\$27,854.40
1	215-01050B	Laerdal Scenario Cloud Subscription for 1-5 Users	12	\$1,149.00	\$1,046.00	\$1,046.00
SimMan 3G PLUS TOTAL:						\$115,997.04

ITEM TOTAL :	\$115,997.04
SHIPPING/HANDLING :	\$810.00
ADDITIONAL CHARGE/CREDIT :	\$0.00
TAX :	\$6,825.77
TOTAL :	\$123,632.81

There are various payment options; please see bottom of your quote for further clarification.
Appropriate Sales Tax will be added to invoice – Pricing and Availability are subject to change
Shipping/Handling costs will be added to invoice

By Accepting this Quote, the following terms are hereby incorporated into customer's order:

Products:

Products that are currently on contract will be removed immediately if manufacturing or distribution of the product is discontinued.

Payment:

Net 30 Days for approved open accounts; CIA; Credit Cards accepted. Financing options now available – sample leasing payment terms follow.

Lease term 24 months: USD 4,866.96 *

Lease term 36 months: USD 3,244.64 *

Lease term 48 months: USD 2,433.48 *

* Quoted payments do not include Interest, Taxes, Maintenance, Cancellation fees or Insurance. Quotes are subject to credit approval and may change without notice.

Warranty:

One(1) year warranty on manufactured products and 90 day warranty on refurbished products

Two(2) year parts replacement warranty with technical assistance by phone on all Hill-Rom refurbished products

Delivery:

Delivery of product to a specific location within your building, if requested is at an additional charge and not included in this quote

Training/Education:

Onsite and Virtual Education will expire one (1) year from date of purchase. Exceptions include:

- Educational Pathway trainings will expire two (2) years from date of purchase. Five (5) or more Ed Path Training days will expire in five (5) years.
- Contracts/Technology Sustainment Program (TSP)
- Advanced Care & Maintenance Courses

CANCELLATION or RESCHEDULING of EDUCATIONAL or TECHNICAL SERVICES WILL RESULT IN CANCELLATION/RESCHEDULING FEES.

7 DAYS OR LESS: 100% of Course / Service Cost
 8 DAYS to 2 WEEKS: 75% of Course / Service Cost
 15 DAYS to 20 DAYS: 50% of Course / Service Cost
 3 WEEKS or MORE: NO FEE

Customer will be required to submit a new PO to reschedule a cancelled course / service.

Confidential

LICENSE TERMS ("Terms") applicable to purchases of Product 215-01050B Laerdal Scenario Cloud Subscription

For all purchases and/or subscriptions of Product **215-01050B Laerdal Scenario Cloud Subscription**, the Terms below govern and apply to the transaction. Any other terms in this Quote stated above regarding Payment, Warranty, Delivery or Training/Education shall not apply.

By purchasing subscriptions of Product **215-01050B Laerdal Scenario Cloud Subscription**, the Customer acknowledges that this Quote including the Terms below forms a binding Agreement between **Customer** and **LAERDAL** governing the license to and use by **Customer** of applications and content known as the "**Laerdal Scenarios**" made available on the **Laerdal Scenario Cloud Platform**. **Any terms and conditions (other than the purchase order number) contained in a Customer's purchase order will not apply to this Agreement and will be considered null and void.**

1. Definitions

"Agreement" means this Quote incorporating these Terms.

"Controller, Processor, Data Subject, Personal Data, Personal Data Breach, Processing" and "appropriate technical and organizational measures" is as defined in the Data Protection Legislation.

"Customer" means the organization or entity or business or institution identified as Customer in any relevant LAERDAL Quote or on the relevant LAERDAL self-service web pages, as applicable.

"Customer Data" means all data (including Personal Data and User data) that is provided to LAERDAL by, or on behalf of, Customer or through Customer's use of the Laerdal Scenario Cloud Platform, and any data that third parties submit to Customer through the Laerdal Scenario Cloud Platform.

"Data Protection Legislation" means all applicable laws relating to the protection of personal data and/or the privacy of natural persons, including (without limitation) the General Data Protection Regulation EU 679/2016 ("GDPR") and national legislation which supplements the GDPR.

"LAERDAL" means Laerdal Medical AS of Tanke Svilands gate 30, Stavanger Norway 4002 or its affiliates as defined this Quote.

"Laerdal Scenarios" means the Laerdal Scenario Cloud Platform and content provided by LAERDAL and/or its licensors on the Laerdal Scenario Cloud Platform for use in simulation training.

"Laerdal Scenario Cloud Platform" means the online platform through which access is given to the Laerdal Scenarios.

"User" means an individual who is authorized by Customer to access the Laerdal Scenario Cloud Platform and use the Laerdal Scenarios and for whom the Customer has purchased a subscription license (or in the case of any use of Laerdal

Scenarios provided by LAERDAL without charge, for whom access to the Laerdal Scenario Cloud has been provisioned) and to whom the Customer (or LAERDAL at Customer's request) has supplied a user identification and password. Users may include employees, students, agents, volunteers, independent contractors, and other individuals affiliated with the Customer engaged in simulation training which interact with the Laerdal Scenario Cloud Platform.

2. Agreement

In consideration of payment by Customer of the agreed price for subscriptions for Users to Product 215-01050B Laerdal Scenario Cloud in accordance with this Agreement, LAERDAL grants the license specified in Clause 3.2 on the basis of this Agreement.

3. Subscription licenses and Laerdal Scenario Cloud Platform accounts

3.1 Placing an order for a subscription license tier

Customer's and Users' use of the Laerdal Scenario Cloud Platform will require Customer to obtain, or be provided with, an administrative account, including setting up a username and password. Customer is solely responsible for maintaining the confidentiality of Customer account information, including passwords, and for all activity that occurs under Customer's account. Customer agrees to notify LAERDAL immediately of any unauthorized access or use of its account or password. Customer may not use the account, username or password of any other customer at any time.

Use of the Laerdal Scenario Cloud Platform and the Laerdal Scenarios may require hardware and software devices compatible with the Laerdal Scenarios including (i) a supported patient simulator or simulators and (ii) the relevant applications to manage that simulator or simulators (collectively, the "simulation devices"). Customer agrees that these requirements, which may change from time to time, are Customer's responsibility. No purchase or obtaining of the simulation devices shall be construed to represent or guarantee Customer access to the Laerdal Scenario Cloud Platform and no license of any Laerdal Scenario Cloud Platform shall be construed to represent or guarantee Customer access to or use of the simulation devices.

3.2 Grant and duration of licenses. Upon Customer's acceptance of the Agreement as described in Clause 2 above, LAERDAL grants to Customer the non-exclusive, non-transferable User subscription licenses according to the subscription license tier classification listed in the Quote to enable the Customer's individual Users to access and use the Laerdal Scenarios through the Laerdal Scenario Cloud Platform during the subscription term. The initial subscription term of each subscription license shall be for a minimum of twelve (12) months from the date of the purchase of the relevant subscription license tier. The subscription licenses will automatically renew at the end of each subscription term for additional periods of 12 months unless either party gives the other written notice of non-renewal at least 30 days before the end of the then-current subscription term.

Customer agrees that for any User subscription licenses that it purchases through the Laerdal Scenario Cloud Platform, it shall be responsible for all applicable taxes (including withholding taxes, value added tax or other tax). Any fees levied by LAERDAL for the sale of the User subscription licenses are exclusive of taxes which will be payable by Customer.

4. Use of Laerdal Scenarios and Laerdal Scenario Cloud Platform

4.1 Usage limits. (a) The number of Users authorized to use the Laerdal Scenarios depends on the subscription license tier purchased by Customer. Laerdal Scenarios and the Laerdal Scenario Cloud Platform may not be accessed by more than the number of Users authorized in accordance with the subscription license tier purchased by Customer; and (b) a User's login and password may not be shared with any other individual and a User's identification may only be reassigned to a new individual replacing an existing User who will no longer use the Laerdal Scenario Cloud Platform.

4.2 Customer's responsibilities. Customer will (a) be responsible for Users' compliance with the Agreement and with any Acceptable Use Policy for Users published on the Laerdal Scenario Cloud Platform and will be responsible for the acts of Users or any activity occurring in the individual User accounts (other than activity which LAERDAL is directly responsible or which is not performed in accordance with Customer's instructions); (b) be responsible for the accuracy, quality and legality of Customer Data and the means by which Customer acquires the Customer Data and will not store or transmit material in violation of third party privacy rights; (c) be responsible for maintaining the confidentiality of Customer's and Users' own passwords and any other credentials used by Customer including its Users to access the Laerdal Scenario Cloud Platform (d) use commercially reasonable efforts to prevent unauthorized access or use of the Laerdal Scenario Cloud Platform and/or the Laerdal Scenarios and will terminate any unauthorized use of which Customer becomes aware and (e) use the Laerdal Scenario Cloud Platform in a manner which complies with all

applicable laws in the jurisdiction in which Customer uses the Laerdal Scenario Cloud Platform. Customer acknowledges that the Laerdal Scenarios and the Laerdal Scenario Cloud Platform are training tools and Customer will not permit its Users to use them to diagnose, treat, cure, mitigate or prevent a disease or condition of a patient.

4.3 Usage Restrictions. Customers will (a) permit its Users to use the Laerdal Scenario Cloud Platform solely for educational or training purposes; (b) not sell, license or lease any Laerdal Scenario for any fee or other consideration; (c) republish, frame, reproduce, license, transfer, sell, assign, based on, or otherwise reproduce the Laerdal Scenario Cloud Platform or the Laerdal Scenarios, in whole or in part; (c) modify, other than as permitted under this Agreement or create derivative works of a Laerdal Scenario; (d) sell, assign, distribute, lease, market, rent, sublicense, transfer, make available, or otherwise grant rights to use the Laerdal Scenarios in whole or in part to any third party in any form; (e) obscure, remove or alter any of the trademarks, trade names, patent or copyright notices or legends on any Laerdal Scenarios or in any printouts or screen captures of the Laerdal Scenarios; (f) reverse engineer, decompile or disassemble any component any Laerdal Scenario or otherwise obtain or attempt to obtain the source code for any Laerdal Scenario; (g) attempt to gain unauthorized access to other Laerdal Scenario Cloud Platform subscription licenses, computer systems or networks connected to any Laerdal Scenario Cloud Platform server or to any Laerdal Scenario through hacking, password mining or any other means; and/or (h) attempt to obtain or access any Laerdal Scenario or other materials or information through any means not intentionally made available through the Laerdal Scenario Cloud Platform.

Customer acknowledges and agrees that the Laerdal Scenario Cloud Platform and the Laerdal Scenarios may include security technology that limits Customer's use of Laerdal Scenarios and that, whether or not the Laerdal Scenarios are limited by security technology, any other use of the Laerdal Scenarios in violation of this Agreement may constitute a copyright infringement. Any security technology is an inseparable part of the Laerdal Scenario Cloud Platform. Customer agrees not to violate, circumvent, reverse engineer, decompile, disassemble, or otherwise tamper with any of the security technology for any reason or to attempt or assist another person to do so.

4.4 Availability.

Subject to scheduled outages for maintenance and other announced downtime, Laerdal shall use commercially reasonable efforts to make the Laerdal Scenarios and the Laerdal Scenario Cloud Platform available for use during the subscription term but makes no guarantee of continuous availability or uninterrupted use. LAERDAL's sole obligation and Customer's exclusive remedy for any unavailability of the Laerdal Scenarios and the Laerdal Scenario Cloud Platform for more than twenty-four (24) consecutive hours is limited to an extension of the license for the period of time equal to the period of time the Laerdal Scenarios and the Laerdal Scenario Cloud Platform are unavailable PROVIDED that Customer has notified LAERDAL of the unavailability in writing immediately upon becoming aware. LAERDAL shall not be responsible for any unavailability described above which result from poor network connectivity or failure of equipment on the part of the Customer or its Users.

5. Intellectual Property

Customer agrees that the Laerdal Scenarios and the Laerdal Scenario Cloud Platform, including without limitation all graphics, interfaces, content, scripts and software in the Laerdal Scenarios and the Laerdal Scenario Cloud Platform, are owned exclusively by LAERDAL or by its licensors. All rights, title and interest in and to all Laerdal Scenarios or the Laerdal Scenario Cloud Platform, including all copyright, trade secret rights, patents, trademarks, and any other intellectual property or proprietary rights in the same, shall at all times remain the exclusive property of LAERDAL or its licensors. All rights not expressly granted under the Agreement are reserved by LAERDAL. Trademarks and service marks used in connection with the Laerdal Scenarios or the Laerdal Scenario Cloud Platform are the trademarks of LAERDAL or the respective third-party owner of the Laerdal Scenarios. Customer is not granted any right or license with respect to any trademarks and any use of trademarks.

6. Certain Third-Party Content

Some Laerdal Scenarios and other content, information and materials are supplied by persons or entities other than LAERDAL ("Third Party Content") as licensors. The Third Party Content is protected by copyright pursuant to copyright laws in all legal jurisdictions and by international treaties. The Third Party Content owned or licensed by the Third Party Content provider(s) is licensed and provided to Customer subject to the Agreement. In no event shall LAERDAL or the Third Party Content providers be liable for any delays, inaccuracies, errors or omissions in any Third Party Content, or for any damages arising from the use of Third Party Content.

7. Customer Data

7.1 Customer Data Ownership and Warranty.

LAERDAL and Customer acknowledge that all Customer Data entered into the Laerdal Scenario Cloud Platform by the Customer and its Users is and shall remain the property of Customer and nothing in this Agreement shall restrict Customer's use of its Customer Data. Subject to the provisions of Clause 7.2, Customer Data shall be considered Confidential Information subject to this Agreement. Customer represents and warrants that (a) it has the authority and right to transmit Customer Data through the Laerdal Scenario Cloud Platform to LAERDAL and to grant the license under Clause 7.2; and (b) the use of Customer Data will not infringe the intellectual property rights, other proprietary rights or data protection rights of any third party.

7.2 License to LAERDAL to use Customer Data for Analytics.

Customer grants LAERDAL a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub-licensable right to analyze the Customer Data solely for the purposes of improving or enhancing the future functionality and features of the Laerdal Scenario Cloud Platform and for the commercial administration of this Agreement. LAERDAL may collect and use information related to Customer's or its Users' use of the Laerdal Scenario Cloud Platform or the Laerdal Scenarios and any feedback in relation to these for the purposes of administration of this Agreement in respect of revenues earned and, as long as such information is not identifiable to the Customer or any individual User, to test, develop, improve and enhance its products and Laerdal Scenario Cloud Platform and to create and own derivative works based on such feedback.

8. Confidentiality.

Each Party agrees to secure and protect the Confidential Information of the other in a manner consistent with the maintenance of the other party's rights therein, using at least as great a degree of care as it uses to maintain the confidentiality of its own confidential information of a similar nature, but in no event using less than reasonable efforts. "Confidential Information" means information that a disclosing party considers to be confidential, including but not limited to Customer Data, business and technical information, marketing plans, research, designs, plans, methods, techniques, processes and know-how, whether tangible or intangible and whether or not stored, compiled or memorialized physically, electronically, graphically or in writing. Confidential Information shall not include information which: (i) is, or as of the time of its disclosure or thereafter, becomes part of the public domain through a source other than the receiving party; (ii) was rightfully known to the receiving party as of the time of its disclosure; (iii) is independently developed by the receiving party; (iv) is subsequently learned from a third party not under a confidentiality obligation to the disclosing party; or (v) is required to be disclosed pursuant to an obligation under applicable laws, or a duly authorized subpoena, court order, or government authority request, whereupon the party subject to same shall (except where prohibited by law from doing so) provide prompt written notice to the other party prior to such disclosure, so that such party may seek a protective order or other appropriate remedy. The parties acknowledge that any quotes and pricing shall be treated as Confidential Information

9. Data Protection and Privacy

9.1 Customer privacy.

As an independent data controller, LAERDAL (i) collects and processes contact details of the authorized representatives of the Customer in order to process and deliver the subscription licenses to and manage payment from the Customer under the Agreement, (ii) generates account credentials (username and password) for each customer and individual User; and (iii) analyzes Customer Data for the purposes described in clause 7.2 above. For more information on how LAERDAL handles this information, please visit <https://laerdal.com/distributors/support/customer-service/privacy-policy/>. This does not apply to Customer Data which is processed on behalf of the Customer in accordance with the provisions of this Agreement.

9.2 Instructions.

With the exception of the processing outlined in clause 7 above, Customer instructs LAERDAL to process any personal data comprised in the Customer Data ("Customer Personal Data") as necessary to provide the Laerdal Scenario Cloud Platform pursuant to this Agreement for the duration of subscription term. Customer is solely responsible for determining the suitability of the Laerdal Scenarios and the Laerdal Scenario Cloud Platform for the Customer's needs and for complying with the Data Protection Legislation in relation to the Customer Personal Data and the Customer's use of the Laerdal Scenarios and/or the Laerdal Scenario Cloud Platform, except for any obligations under Data protection legislation that apply expressly to LAERDAL in the context of its provision of the Laerdal Scenario Cloud Platform. LAERDAL will process Customer Data. Customer Personal Data is determined and controlled by the Customer and includes Personal Data relating to Users of the Laerdal Scenarios and the Laerdal Scenario Cloud Platform.

9.3 Security.

LAERDAL has, considering the state of the art, cost of implementation, the nature, scope, context and purposes of the Laerdal Scenario Cloud Platform, and the level of risk, implemented appropriate technical and organizational measures to enable a level of security appropriate to the risk of unauthorized or unlawful processing, accidental loss of and/or damage to Customer Data. At reasonable intervals, LAERDAL tests and evaluates the effectiveness of these technical and organizational measures for enabling the security of the processing.

9.4 Data Protection.

Where LAERDAL is processing Personal Data for Customer located in the European Economic Area, LAERDAL will:

- (a) only do so on Customer's documented instructions (as set out in Clause 9.2) and in accordance with applicable law, including with regard to transfers of personal data to a third country or an international organization, and Customer agrees that the Agreement constitutes such documented instructions from Customer to LAERDAL to process Customer Data;
- (b) To the extent necessary for the provision of the Laerdal Scenario Cloud Platform, transfer Customer Personal Data outside of the European Economic Area, including to Sub-processors (as defined below), provided measures are in place to ensure that each transfer complies with Data Protection Legislation. Wherever possible, LAERDAL relies upon standard contractual clauses for data transfers to countries outside the European Economic Area that do not have adequate levels of data protection as determined by the European Commission;
- (c) ensure that all LAERDAL personnel involved in the processing of Personal Data are party to confidentiality obligations in respect of the Personal Data;
- (d) make available information necessary to demonstrate LAERDAL's compliance with obligations under Data Protection Legislation where such information is held by LAERDAL and is not otherwise available to Customer through Customer's account and User areas or on LAERDAL websites, provided that Customer provides LAERDAL with at least 14 days' written notice of such an information request;
- (e) cooperate as reasonably requested by Customer to enable Customer to comply with any exercise of rights by a data subject under the Data Protection Legislation in respect of Personal Data processed by LAERDAL in providing the Laerdal Scenario Cloud Platform;
- (f) promptly notify Customer of all requests received directly from a data subject of any of their Personal Data in respect of that data subject's Personal Data submitted through the Laerdal Scenario Cloud Platform;
- (g) cooperate with data protection authorities or privacy regulators in the performance of such regulator's tasks where required;
- (h) upon termination or expiry of the subscription term, except where Customer's subscription term is renewed for a further term, delete (or otherwise return to Customer, on Customer's request) the Customer Personal Data, except where prolonged retention is required for compliance with applicable laws; and
- (i) assist Customer as reasonably required when Customer is required under the Data Protection Legislation to conduct a Data Protection Impact Assessment in relation to the Laerdal Scenario Cloud Platform.

9.5 Sub-processing.

Customer provides a general authorization to LAERDAL to engage further sub-processors ("Sub-processors"), subject to compliance with the requirements in this Clause 9.6 and 9.7.

9.6 Sub-processor List.

LAERDAL will, subject to any confidentiality provisions under this Agreement or otherwise imposed by LAERDAL:

- (j) make available to Customer a list of the LAERDAL Sub-processors who are involved in processing or sub-processing Personal Data in connection with the provision of the Laerdal Scenario Cloud Platform, together with a description of the nature of Laerdal Scenario Cloud Platform provided by each Sub-processor ("Sub-processor List"). A copy of this Sub-processor List may be requested here privacy@laerdal.com;
- (k) ensure that all Sub-processors on the Sub-processor List are bound by contractual terms that are in all material respects no less onerous than those contained in this Agreement; and

(l) be liable for the acts and omissions of its Sub-processors to the same extent LAERDAL would be liable if performing the Laerdal Scenario Cloud Platform of each of those Sub-processors directly under this Agreement;

9.7 New / Replacement Sub-processors.

LAERDAL will provide Customer with written notice of the addition of any new Sub-processor or replacement of an existing Sub-processor at any time during the term of the Agreement ("New Sub-processor Notice"), provided that Customer signs up to a mailing list made available by LAERDAL through which such notices will be delivered by e-mail. If Customer has a reasonable basis to object to LAERDAL's use of a new or replacement Sub-processor, Customer will notify LAERDAL promptly in writing and in any event within 30 days after receipt of a New Sub-processor Notice. In the event of such reasonable objection, either Customer or LAERDAL may terminate the portion of the Agreement relating to the Laerdal Scenario Cloud Platform that cannot be reasonably provided without the objected-to new Sub-processor (which may involve termination of the entire Agreement) with immediate effect by providing written notice to the other party.

9.8 Security Incident.

If LAERDAL becomes aware of any unauthorized or unlawful access to, or acquisition, alteration, use, disclosure, or destruction of, Customer Personal Data ("Security Incident"), LAERDAL will promptly, and in any event, as soon as reasonably practicable, notify Customer without undue delay. LAERDAL will also reasonably cooperate with Customer with respect to any investigations relating to a Security Incident with preparing any required notices, and provide any information reasonably requested by Customer in relation to any such incident.

9.9 Audit.

Where Customer is unable to obtain information that satisfactorily demonstrates LAERDAL's compliance with Data Protection Legislation, LAERDAL permits Customer on no less than sixty (60) days notice (unless a shorter period is required by a data protection authority) and not more than once per calendar year to inspect and audit facilities used by LAERDAL in processing Customer Personal Data and all records maintained by LAERDAL which relate directly to such processing (and which may be redacted to the extent necessary to protect confidentiality of LAERDAL's other customers or LAERDAL's intellectual property or trade secrets).

9.10 Customer's privacy obligations.

Customer shall ensure and represent that Customer is entitled to transfer the Customer Personal Data to LAERDAL so that LAERDAL may on Customer's behalf lawfully process and transfer the Personal Data in accordance with the Agreement. Customer shall ensure that relevant data subjects have been informed of, and where applicable, have given their consent to, such use, processing, and transfer to the extent required by Data Protection Legislation.

10. Termination

This Agreement and Customer's access to the Laerdal Scenario Cloud Platform and any Laerdal Scenario under the subscription license may be terminated and/or suspended by LAERDAL, without refund, if Customer fails to pay any amount due to LAERDAL.

Customer's User subscription licenses will terminate automatically if Customer fails to comply with this Agreement. The Agreement also will terminate automatically and Customer's access to the Laerdal Scenario Cloud Platform will be terminated without notice (to the extent permitted by law) if Customer becomes bankrupt, go into liquidation, suffers or makes any winding up petition, makes an arrangement with creditors, has an administrator, administrative receiver or other receiver appointed, or suffers or files any similar action in consequence of debt.

In the event this Agreement is terminated, Clauses 3-13 and any payment obligations incurred by Customer prior to the effective date of termination shall survive.

11. Disclaimer of Warranties

LAERDAL PROVIDES ALL LAERDAL SCENARIOS AND THE LAERDAL SCENARIO CLOUD PLATFORM TO CUSTOMER "AS IS." LAERDAL AND LAERDAL'S LICENSORS, DEVELOPERS AND SUPPLIERS MAKE NO WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY REGARDING OR RELATING TO THE LAERDAL SCENARIOS OR THE LAERDAL SCENARIO CLOUD PLATFORM PROVIDED TO CUSTOMER OR PURCHASED BY CUSTOMER UNDER THIS AGREEMENT. LAERDAL EXPRESSLY AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, RESULTS,

WORKMANLIKE EFFORT, COURSE OF DEALING, TITLE, AND NON-INFRINGEMENT WITH RESPECT TO THE LAERDAL SCENARIOS AND THE LAERDAL SCENARIO CLOUD PLATFORM. LAERDAL MAKES NO WARRANTY, AND EXPRESSLY DISCLAIMS ANY OBLIGATION, THAT: (I) THE LAERDAL SCENARIOS, THE LAERDAL SCENARIO CLOUD OR ANY THIRD PARTY CONTENT WILL MEET CUSTOMER REQUIREMENTS OR WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS; (II) THE CONTENT OF ANY LAERDAL SCENARIO OR THE LAERDAL SCENARIO CLOUD PLATFORM WILL BE UP-TO-DATE, COMPLETE, COMPREHENSIVE, OR ACCURATE; (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE LAERDAL SCENARIOS AND/OR THE LAERDAL SCENARIO CLOUD PLATFORM WILL BE ACCURATE OR RELIABLE; (IV) THE QUALITY OF THE LAERDAL SCENARIOS OR ANY THIRD PARTY CONTENT OR OTHER INFORMATION OR MATERIALS OBTAINED BY CUSTOMER THROUGH THE LAERDAL SCENARIO CLOUD PLATFORM WILL MEET CUSTOMER EXPECTATIONS; OR (V) THAT DEFECTS, IF ANY, WILL BE CORRECTED.

CUSTOMER UNDERSTANDS THAT LAERDAL IS AN AGGREGATOR AND PROVIDER OF CONTENT THROUGH THE LAERDAL SCENARIOS FOR GENERAL INFORMATION PURPOSES ONLY AND DOES NOT PROVIDE MEDICAL OR OTHER PROFESSIONAL ADVICE.

12. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, LAERDAL AND ITS SUPPLIERS AND LICENSORS SHALL NOT BE LIABLE, UNDER ANY CONDUCT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY OF THE FOLLOWING, HOWEVER CAUSED AND WHETHER ARISING UNDER CONTRACT OR TORT, INCLUDING NEGLIGENCE OR OTHERWISE FOR ANY LOSS OF BUSINESS, LOSS OF REPUTATION, LOSS OF PROFITS OR GOODWILL, LOSS OF USE, LOSS OR DAMAGE TO OR CORRUPTION OF DATA, THE UNAUTHORIZED DISCLOSURE OF SENSITIVE, VALUABLE, OR CONFIDENTIAL INFORMATION, ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING FROM LAERDAL SCENARIO CLOUD PLATFORM, ANY APPLICATION, INCLUDING THIRD PARTY CONTENT, OR CUSTOMER'S USE OF ANY APPLICATION OR THIRD PARTY CONTENT, AND/OR ANY COSTS OF PROCURING SUBSTITUTE GOODS, APPLICATION, TECHNOLOGY, OR RIGHTS.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO CUSTOMER. IF ANY EXCLUSION, DISCLAIMER OR OTHER PROVISION CONTAINED IN THIS AGREEMENT IS HELD TO BE INVALID

13. General

Failure by LAERDAL to enforce any particular term of this Agreement shall not be construed as a waiver of any of LAERDAL's rights under it. If any part of this Agreement is held by a court of competent jurisdiction to be unenforceable for any reason whatsoever, Customer and LAERDAL agree that the validity of the remainder of the terms will not be affected. No variation, amendment of, or addition to this Agreement made by Customer shall be effective without LAERDAL's prior written consent.

The validity, interpretation, construction, and performance of this Agreement shall be governed by the laws of Norway without giving effect to the principles of conflict of laws and the courts of Stavanger shall have jurisdiction. CUSTOMER WAIVES THE RIGHT TO TRIAL BY JURY IN ANY ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE LAERDAL SCENARIO CLOUD PLATFORM. Customer agrees that it will not contest venue and waives any rights that Customer may have to initiate, transfer, or change the venue of any litigation arising from or related to this Agreement.

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AWARD TO LIONAKIS FOR
ARCHITECTURAL SERVICES FOR THE MAIN
ENTRANCE IMPROVEMENT PROJECT**

REQUESTED ACTION:

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

SUMMARY:

Board approval is requested for award of a professional services contract to Lionakis for architectural services for the Main Entrance Improvement Project on the Fairfield Campus. The intent of the Project is to improve vehicular and pedestrian safety/circulation and to install new digital entry signage at the North and South entrances.

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

Ed. Code: NA Board Policy: NA Estimated Fiscal Impact: \$62,000.00 Measure Q Funds

SUPERINTENDENT'S RECOMMENDATION:

☒ APPROVAL ☐ DISAPPROVAL
☐ NOT REQUIRED ☐ TABLE

Lucky Lofton
V.P., Facilities and Executive Bonds Manager

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 863-7855

TELEPHONE NUMBER

Lucky Lofton
V.P., Facilities and Executive Bonds Manager

VICE PRESIDENT APPROVAL

May 5, 2023

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

Dr. Celia Esposito-Noy
Superintendent-President

May 17, 2023

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AWARD TO LIONAKIS FOR
ARCHITECTURAL SERVICES FOR THE MAIN
ENTRANCE IMPROVEMENT PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

The scope of work is for the initial study/assessment needed to determine the full scope of the future project. The scope of services includes review of the District's master plan, as-built documents, historical reports and studies, and District Standards. In addition to these studies, a review of previously completed traffic analyses for other projects in the Cordelia area of Fairfield and in-progress materials for the City of Fairfield General Plan update will be reviewed. These items combined with a new traffic study will be utilized in the creation of a traffic study memo that is to be included into the Final Report. New digital entry signs will also be included in the scope of this study/assessment. High-level conceptual layouts of the transportation system for the preferred alternative for the North and South gateways to campus.

A Request for Proposals (RFP) was issued to the Architectural Services Pool consultants. Two (2) proposals were received. Both proposals were reviewed by a committee and evaluated on personnel, scope of services provided, and fee. The Lionakis proposal was deemed to be the best value for this project scope.

Lionakis is recommended for award of a contract for the architectural services for the Main Entrance Improvement Project. The Board is asked to approve an architectural services contract with Lionakis in the amount not to exceed \$62,000.

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

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AMENDMENT #1 TO BROOKTROUT
DESIGNS FOR ARCHITECTURAL ENGINEERING
SERVICES FOR THE GYM AUDIO-VIDEO
ENHANCEMENT PROJECT**

REQUESTED ACTION:

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

SUMMARY:

On December 21, 2022 the Board approved a professional services contract to BrookTrout Designs to provide Architectural Engineering services for Gym Audio-Video Enhancement Project on the Fairfield Campus.

Board approval is now requested for Amendment #1 to increase the original professional services Agreement fee with BrookTrout Designs for additional permitting/approval fees 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: Provide new instructional space and equipment

Ed. Code: NA Board Policy: NA Estimated Fiscal Impact: \$4,308.39 Measure Q Funds

SUPERINTENDENT'S RECOMMENDATION:

☒ APPROVAL ☐ DISAPPROVAL
☐ NOT REQUIRED ☐ TABLE

Lucky Lofton
V.P., Facilities & Executive Bonds Manager

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 863-7855

TELEPHONE NUMBER

Lucky Lofton
V.P., Facilities & Executive Bonds Manager

VICE PRESIDENT APPROVAL

May 5, 2023

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

May 17, 2023

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AMENDMENT #1 TO BROOKTROUT
DESIGNS FOR ARCHITECTURAL ENGINEERING
SERVICES FOR THE GYM AUDIO-VIDEO
ENHANCEMENT PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

Since the approval of the original contract, additional costs have been incurred by BrookTrout Designs. On behalf of the District and to maintain the project schedule, BrookTrout Designs paid the review fees associated with DSA (Division of the State Architect) review for permitting/approval of the project design. These costs are typically paid directly by the District and were not anticipated in the original contract services. Reimbursement in the amount of \$4,308.39 needs to be added into the contract.

\$ 58,100.00	Original Contract Amount
<u>\$ 4,308.39</u>	Proposed Amendment #1
\$ 62,408.39	New Contract Amount

The Board is asked to approve this contract Amendment #1 to BrookTrout Designs in the amount of \$4,308.39.

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

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: CONTRACT AWARD TO KITCHELL CAPITAL
EXPENDITURE MANAGEMENT FOR FACILITIES ASSET
MANAGEMENT SERVICES PROJECT

REQUESTED ACTION:

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

SUMMARY:

Board approval is requested for award of a professional services contract to Kitchell Capital Expenditure Management for consulting services for the Facilities Asset Management Services Project at the Fairfield Campus, the Vacaville Center, the Vallejo Center, and the Nut Tree Airport Facility.

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 equipment that supports classrooms and college facilities

Ed. Code: NA Board Policy: NA Estimated Fiscal Impact: \$ 172,400 Measure Q Funds

SUPERINTENDENT'S RECOMMENDATION:

☒ APPROVAL ☐ DISAPPROVAL
☐ NOT REQUIRED ☐ TABLE

Lucky Lofton
V.P., Facilities and Executive Bonds Manager

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 863-7855

TELEPHONE NUMBER

Lucky Lofton
V.P., Facilities and Executive Bonds Manager

VICE PRESIDENT APPROVAL

May 5, 2023

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

Dr. Celia Esposito-Noy
Superintendent-President

May 17, 2023

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AWARD TO KITCHELL CAPITAL
EXPENDITURE MANAGEMENT FOR FACILITIES ASSET
MANAGEMENT SERVICES PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

The Project is to ensure that all operations and maintenance building equipment and infrastructure of the District's facilities are identified, inventoried, and tagged with trackable identity tags. The tagged assets will be fully incorporated into the preventative maintenance program and computerized maintenance management system (CMMS) to maintain optimal functionality and efficiencies. The scope of work includes asset tagging, analysis, and preventative maintenance program development. The completed project will provide asset management planning and schedule review/development, resource identification and balancing, and program process documentation, training and monitoring.

A proposal was requested from Kitchell Capital Expenditure Management and was reviewed by committee. The proposal was deemed to include the requested and necessary services, and the fee was appropriate for the level work scope.

Kitchell Capital Expenditure Management is recommended for award of a contract for the professional consulting services for the Facilities Asset Management Project. The Board is asked to approve a professional consulting services contract with Kitchell Capital Expenditure Management in the amount not to exceed \$172,400.

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

AGENDA ITEM 13.(g)
MEETING DATE May 17, 2023

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

TO: Members of the Governing Board

**SUBJECT: RESOLUTION NO. 22/23-35 PROCLAIMING MAY 2023
ASIAN/PACIFIC AMERICAN HERITAGE MONTH**

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

SUMMARY:

Board approval of a Resolution No. 22/23-35 to proclaim May 2023 Asian/American Pacific Heritage Month.

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: N/A Board Policy: N/A Estimated Fiscal Impact: N/A

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

Lisa Neeley, M.F.A.
Vice President, Student Services

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

ADDRESS

(707) 864-7159

TELEPHONE NUMBER

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

Lisa Neeley, M.F.A.
VICE PRESIDENT APPROVAL

May 2, 2023
**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

May 17, 2023
**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**RESOLUTION PROCLAIMING MAY 2023 ASIAN/PACIFIC AMERICAN
HERITAGE MONTH AT SOLANO COMMUNITY COLLEGE**

RESOLUTION NO. 22/23-35

WHEREAS Asian Americans, Pacific Islanders, and Native Hawaiians have made remarkable contributions to the history, achievements, culture, and diversity of the United States;

WHEREAS it is important to pay tribute to the contributions of, and to understand the challenges faced by, the Asian American and Pacific Islander (AAPI) community during Asian/Pacific American Heritage Month;

WHEREAS the theme for this year's observance of AAPI Heritage Month is "Advancing Leaders through Opportunity";

WHEREAS according to the 2010 Census, the AAPI populations grew faster than any other racial or ethnic group over the last decade, surging nearly 72 percent between 2000 and 2015;

WHEREAS the month of May was selected as Asian/Pacific American Heritage Month because the first Japanese immigrants arrived in the U.S. on May 7, 1843 and the first transcontinental railroad was completed on May 10, 1869, with substantial contributions from Chinese immigrants;

WHEREAS Asian/Pacific Americans account for a large percentage of Solano Community College students and Solano County residents, enriching our campus and community;

WHEREAS Solano Community College, as a public institution of higher education is dedicated to providing opportunities for all people so that can reach their highest potential; and

WHEREAS, as an institution serving the community, Solano Community College is committed to offering public forums of interest to all segments; now therefore be it

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**RESOLUTION PROCLAIMING MAY 2023 AS ASIAN/PACIFIC AMERICAN
HERITAGE MONTH AT SOLANO COMMUNITY COLLEGE**

RESOLUTION NO. 22/23-35

(Continuing – Page 2)

RESOLVED, that the Solano Community College District Governing Board proclaims May 2023, as Asian/Pacific American History Month.

PASSED AND ADOPTED, This 17th day of May, 2023, by the Governing Board of Solano Community College District.

DENIS HONEYCHURCH, J.D.
BOARD PRESIDENT

CELIA ESPOSITO-NOY, Ed.D.
SECRETARY

AGENDA ITEM 14.(a)
MEETING DATE May 17, 2023

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

TO: Members of the Governing Board

SUBJECT: FY 2022-2023 BUDGET UPDATE, 3rd QUARTER

REQUESTED ACTION:

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

SUMMARY:

AB 2910, Chapter 1486, Statutes of 1986, requires California community college districts to report quarterly on their financial condition. VP Susan Wheat will present the budget report with anticipated changes, based on the end of the third quarter 2022-2023 expenditures and needs. The report will also provide a summary of the CCFS-311 Report and the HEERF quarterly report.

STUDENT SUCCESS IMPACT:

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

Government Code:

Board Policy: 3020

Estimated Fiscal Impact:

SUPERINTENDENT'S RECOMMENDATION:

☐ APPROVAL ☐ DISAPPROVAL
☒ NOT REQUIRED ☐ TABLE

Susan Wheat
Vice President, Finance & Administration

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707 864-7209

TELEPHONE NUMBER

Susan Wheat
Finance & Administration

VICE PRESIDENT APPROVAL

May 5, 2023

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

May 17, 2023

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

2022-2023 Budget Update As of 3/31/2023

Table of Contents:

Budget Update:

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Fund 11 (Unrestricted)	3
Fund 12 (Restricted)	4
Outlook for Other Funds	5

Informational Items:

CCFS - 311Q Report (Quarterly Financial Status Report)	6
HEERF Quarterly Report (Jan - Mar 2023)	9

Budget Update Summary End of 3rd Quarter 2022-23

Fund 11 - Unrestricted Revenue:

- State Block Grant Covid – moved to Restricted Funds
- Unrestricted Lottery Funds added

Fund 11 - Unrestricted Expenses:

- State Block Grant Covid – moved to Restricted Funds
- Adjustments made to estimate actuals
- Services increase include additional funds for utilities

Fund 11 - Unrestricted Ending Fund Balance & Composition:

- Board 5% reserve decreased slightly due to expenses decreasing
- Board Required Reserve plus Stability Reserve = 25.05% (State recommends a minimum of 2 months, SCC 2 months = 18.42%)

Fund 12- Restricted Funds:

- Slight increase in revenues and expenses from 2nd quarter due to actual allocations coming through
- Moved State Block Grant – Covid to Restricted Funds

GENERAL FUND: UNRESTRICTED [11]

	Adopted Budget	Budget Update end of Qtr 1	Budget Update end of Qtr 2	Budget Update end of Qtr 3
	2022-23	2022-23	2022-23	2022-23
REVENUES:				
Base Allocation (FTES & Basic Alloc.)	\$44,906,553	\$44,906,553	\$44,906,553	\$44,134,113
Supplemental Allocation	8,711,700	8,711,700	8,711,700	8,482,775
Student Success Allocation	6,203,170	6,203,170	6,203,170	6,168,831
Sub Total	59,821,423	59,821,423	59,821,423	58,785,719
Hold Harmless	n/a	n/a	n/a	n/a
Other State Revenue				2,561,663
Finance and Administration (Payroll)				
GFU-Pell Admin		29,204	29,204	29,204
State Block Grant Covid (22-23 FY)		3,908,824	3,908,824	
TOTAL REVENUES	59,821,423	63,759,451	63,759,451	61,376,586
EXPENDITURES:				
Academic Salaries	24,251,684	24,251,042	24,251,042	23,403,253
Classified Salaries	11,741,364	11,741,364	11,733,993	12,257,722
Benefits	15,521,814	15,521,814	15,528,694	16,218,870
Supplies and Materials	968,448	970,448	977,248	657,619
Other Operating	8,081,680	8,081,680	8,080,680	9,332,107
Capital Outlay	246,498	246,498	252,498	234,550
Other Outgo	655,000	655,000	670,000	670,000
Contingency appropriation	250,000	250,000	250,000	250,000
Finance and Administration (Payroll)				
GFU-Pell Admin		29,204	29,204	29,204
State Block Grant Covid (22-23 FY)		3,908,824	3,908,824	
TOTAL EXPENDITURES	61,716,488	65,655,874	65,682,184	63,053,325
NET FUND BALANCE INCREASE (DECREASE)	(1,895,065)	(1,896,423)	(1,922,733)	(1,676,739)
OTHER FINANCING SOURCES (USES):				
BEGINNING FUND BALANCE	30,497,292	32,374,423	33,196,719	33,196,719
ENDING FUND BALANCE	28,602,227	30,478,000	31,273,986	31,519,980
Fund Balance / Reserve Ratio	46.3%	46.4%	47.6%	50.0%
FUND BALANCE COMPOSITION				
Salary Improvements 2022-23 (taken from reserve over 5 years)	7,200,000	7,200,000	7,200,000	7,200,000
STRS/PERS Premium Reserve	4,525,000	4,525,000	4,525,000	4,525,000
Designated Reserve: OPEB Liability	4,000,000	4,000,000	4,000,000	4,000,000
Board Required Minimum 5% Reserve	3,085,824	3,085,824	3,284,109	3,152,666
Stability Reserve	9,791,408	9,791,408	12,264,877	12,642,313
ENDING FUND BALANCE	\$ 28,602,232	\$ 28,602,232	\$ 31,273,986	\$ 31,519,980

NOTE: Fund Balances currently under review - 'subject to change'.

SOLANO COMMUNITY COLLEGE DISTRICT

Proposed *FINAL* Budget

FISCAL YEAR 2018-2019

GENERAL FUND: RESTRICTED [12]

	Adopted Budget 2022-23	Budget Update end of Qtr 1 2022-23	Budget Update end of Qtr 2 2022-23	Budget Update end of Qtr 3 2022-23
REVENUES:				
Federal Sources	\$ 9,193,698	2,150,875	2,073,037	2,769,564
State Sources	31,221,243	38,498,885	38,824,237	43,831,307
Local Sources	2,687,845	5,581,974	5,762,604	6,833,242
TOTAL REVENUES	43,102,786	46,231,734	46,659,878	53,434,113
EXPENDITURES:				
Federal Programs -				
CARES/HEERF	1,337,483	1,337,483	1,337,483	1,951,834
College Work Study	157,449	158,609	158,609	158,659
Perkins	427,731	510,930	510,930	510,930
TANF/Calworks	46,069	46,069	46,069	46,069
Other Federal	143,944	97,784	19,946.00	102,072
TOTAL Federal Programs	2,112,676	2,150,875	2,073,037	2,769,564
State Programs -				
Student Equity & Achievement	6,683,106	6,800,341	6,800,341	6,954,878
Strong Workforce (Local and Regional)	6,781,501	6,517,119	6,575,125	6,423,626
Physical Plant & Instructional Support	10,186,391	10,400,604	10,415,602	10,415,602
EOPS	926,342	926,192	926,192	926,192
DSPS	751,663	751,663	751,663	751,663
College Promise	1,550,800	1,550,800	1,550,800	1,550,800
Cal Works	340,125	338,925	338,925	338,925
Financial Aid Administration (SFAA-BFAP)	381,092	381,092	381,092	373,390
Lottery	787,959	1,403,965	1,403,965	1,424,996
Other State Programs & Rollovers	10,023,969	9,428,184	9,680,531	14,671,235
TOTAL State Programs	38,412,948	38,498,885	38,824,237	43,831,307
Local Programs -				
Health Center	195,268	247,680	247,680	1,032,591
Parking	651,697	652,625	652,625	653,893
Other Local Programs	1,730,195	4,681,669	4,862,299	5,146,758
TOTAL Local Programs	2,577,160	5,581,974	5,762,604	6,833,242
TOTAL EXPENDITURES	43,102,784	46,231,734	46,659,878	53,434,113
FUND BALANCE INCREASE (DECREASE)	2	0	0	(0)
BEGINNING FUND BALANCE	5,502,882	5,080,623	4,344,557	4,344,557
ENDING FUND BALANCE	\$ 5,502,884	\$ 5,080,623	\$ 4,344,557	\$ 4,344,557

NOTE: Fund Balances currently under review -
'subject to change'.

Outlooks for Other Funds As of 3/31/23

Fund Number	Fund Name	Estimated Ending Fund Balance at Adopted Budget	Revenues Projected as of 3 rd Quarter	Expenses/ Disbursements Projected as of 3 rd Quarter	Ending Fund Balance Projected as of 3 rd Quarter
Fund 21	Debt Services	\$40,452,787	\$26,079,391	\$10,885,730	\$34,188,927
Fund 33	Child Development	\$144,233	\$1,190,977	\$1,190,977	\$93,239
Fund 41	Capital Outlay	\$2,440,863	\$838,452	\$600,000	\$6,120,929
Fund 42	Measure Q	\$41,937,411	\$1,430,802	\$58,794,128	\$25,069,890
Fund 61	Self-Insurance	\$771,915	\$13,668	\$0	\$782,843
Fund 72	Student Rep Fee	\$56,994	\$22,656	\$11,328	\$56,122
Fund 73	Student Body Center Fee	\$312,941	\$21,061	\$15,134	\$258,869
Fund 74	Finance Aid	\$0	\$10,232,549	\$12,842,358	(\$497)
Fund 81	ASSC and Clubs	\$283,755	\$25,015	\$18,646	\$252,109
Fund 82	Scholarships	\$2,190	\$98,076	\$98,076	\$0
Fund 84	JPA – Retiree Health Benefits	\$6,349,597	\$956,976	\$5,573	\$5,875,671

Notes:

Fund 21: Changes in audited fund balances

Fund 41: Changes based on actual closeout of prior year

Fund 42: Changes based on actual closeout of prior year

Fund 73: Additional expenses in updated budget

Fund 81: Less revenue and additional expenses in updated budget

Fund 82: Changes based on actual closeout of prior year

Fund 84: Based on investments

District: SOLANO

Fiscal Year: 2022-2023 Quarter Ended: 3

Chief Business Officer

CBO Name: Susan Wheet

CBO Phone: 707-864-7209

Chief Executive Officer Name: Celia Esposito-Noy

Electronic Cert Date: 05/04/2023

District Contact Person

Name: Shannon Beckham

Title: Director of Fiscal Services

Telephone: 707-864-7810

Fax: 707-863-7820

E-Mail: shannon.beckham@solano.edu

The Chancellor's Office no longer requires a report to be submitted electronically (PDF) or a hard copy by mail, as districts certify through the CCFS-311Q application. No further action is required by the district.

District:

		As of June 30 for the fiscal year specified			
Line	Description	Actual 2019-20	Actual 2020-21	Actual 2021-22	Projected 2022-23
I. Unrestricted General Fund Revenue, Expenditure and Fund Balance:					
A.	Revenues:				
A.1	Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)	54,010,332	60,680,342	59,481,760	61,376,586
A.2	Other Financing Sources (Object 8900)	0	10,120	637,590	0
A.3	Total Unrestricted Revenue (A.1 + A.2)	54,010,332	60,690,462	60,119,350	61,376,586
B.	Expenditures:				
B.1	Unrestricted General Fund Expenditures (Objects 1000-6000)	53,526,875	51,181,211	54,520,681	63,053,325
B.2	Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	2,502	33,439	0	0
B.3	Total Unrestricted Expenditures (B.1 + B.2)	53,529,377	51,214,650	54,520,681	63,053,325
C.	Revenues Over(Under) Expenditures (A.3 - B.3)	480,955	9,475,812	5,598,669	(1,676,739)
D.	Fund Balance, Beginning	16,011,358	18,866,811	26,775,754	31,273,986
D.1	Prior Year Adjustments + (-)	613,416	(1,566,869)	0	1,922,733
D.2	Adjusted Fund Balance, Beginning (D + D.1)	16,624,774	17,299,942	26,775,754	33,196,719
E.	Fund Balance, Ending (C. + D.2)	17,105,729	26,775,754	32,374,423	31,519,980
F.1	Percentage of GF Fund Balance to GF Expenditures (E. / B.3)	32.0%	52.3%	59.4%	50.0%
Line	Description	Actual 2019-20	Actual 2020-21	Actual 2021-22	Projected 2022-23
II. Annualized Attendance FTES:					
G.1	Annualized FTES (excluding apprentice and non-resident)	7,150.00	6,554.20	6,102.23	6,164.17
		As of the specified quarter ended for each fiscal year			
Line	Description	2019-20	2020-21	2021-22	2022-23
III. Total General Fund Cash Balance (Unrestricted and Restricted)					
H.1	Cash, excluding borrowed funds		14,545,054	29,394,964	36,172,549
H.2	Cash, borrowed funds only		0	0	0
H.3	Total Cash (H.1+ H.2)	18,083,567	14,545,054	29,394,964	36,172,549
Line	Description	Adopted Budget (Col. 1)	Annual Current Budget (Col. 2)	Year-to-Date Actuals (Col. 3)	Percentage (Col. 3/Col. 2)
IV. Unrestricted General Fund Revenue, Expenditure and Fund Balance:					
I.	Revenues:				
I.1	Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)	59,821,423	61,376,586	43,364,586	70.7%
I.2	Other Financing Sources (Object 8900)	0	0	0	0.0%
I.3	Total Unrestricted Revenue (I.1 + I.2)	59,821,423	61,376,586	43,364,586	70.7%
J.	Expenditures:				
J.1	Unrestricted General Fund Expenditures (Objects 1000-6000)	61,716,488	63,053,325	43,864,856	69.6%
J.2	Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	0	0	643,944	Infinity
J.3	Total Unrestricted Expenditures (J.1 + J.2)	61,716,488	63,053,325	44,508,800	70.6%
K.	Revenues Over(Under) Expenditures (I.3 - J.3)	(1,895,065)	(1,676,739)	(1,144,214)	
L.	Adjusted Fund Balance, Beginning	33,196,719	33,196,719	33,196,719	
L.1	Fund Balance, Ending (C. + L.2)	31,301,654	31,519,980	32,052,505	
M	Percentage of GF Fund Balance to GF Expenditures (L.1 / J.3)	50.7%	50.0%		

V. Has the district settled any employee contracts during this quarter? NO

VI. Did the district have significant events for the quarter (include incurrence of long-term debt, settlement of audit findings or legal suits, significant differences in budgeted revenues or expenditures, borrowing of funds (TRANS), issuance of COPs, etc.)? NO

If yes, list events and their financial ramifications.

VII. Does the district have significant fiscal problems that must be addressed? **This Year?** NO

If yes, what are the problems and what actions will be taken? **Next Year?** NO

Quarterly Budget and Expenditure Reporting for all HEERF I, II, and III grant funds

Institution Name:

Solano Community College

Covering Quarter Ending:

March 31

Award Number(s):

P425E

205093

P425F

204159

P425J

P425K

P425L

P425M

P425N

P425Q

P425S

P425T

Final Report?

☐

(Only if you have exhausted ALL HEERF Grants)

Total Amount of Institutional Funds Awarded: Section (a)(1):

\$ 12,622,891.00

Section(a)(2):

\$ 0.00

Section (a)(3):

\$ 0.00

Total Amount of Student Funds Awarded: Section (a)(1):

\$ 9,152,677.00

Section (a)(4):

\$ 0.00

1) Please provide a link to your annual report located on the ESF transparency portal so the public can review the full details of your HEERF grant usage over the last calendar year, including methodologies used to award HEERF funds to students, academic success of HEERF recipients, and other details:

<https://welcome.solano.edu/co-cares-act/>

2) What percentage of students received emergency grants and how much did students receive by student type and fund type?

a) How much of your HEERF student funds remain left to be disbursed at the end of the reporting period? \$ 0.00

b) Complete the following table.¹

Emergency Financial Aid Grants Awarded to Students this quarter: report only disbursements related to Emergency Financial Aid Grants including using those grants to satisfy outstanding accounts. Any disbursements unrelated to Emergency Financial Aid Grants should not be included in the reported expenditures				
		Total students	Undergraduates²	Graduates
Number of HEERF Student Recipients – Emergency Grants to Students	How many students received HEERF emergency financial aid grants using (a)(1) Student Aid Portion?	0	0	0
	How many students received HEERF emergency financial aid grants using (a)(1) Institutional Portion?	-7	-7	0
HEERF (a)(1) Student Aid Portion Amount Disbursed	What was the amount disbursed directly to students as Emergency Financial Aid Grants this quarter ?	\$ 0.00	\$ 0.00	\$ 0.00
	What was the amount disbursed directly to students as Emergency Financial Aid Grants to date using HEERF?	\$ 164,875.1	\$ 0.00	\$ 0.00

¹ For the initial report and each report thereafter, institutions should use data suppression or other statistical methodologies to protect the personally identifiable information from student education records consistent with the Family Educational Rights and Privacy Act (20 U.S.C. 1232g; 34 CFR part 99) and any applicable state laws. For this report when the total number of students who received HEERF emergency financial aid grants as undergraduates, graduates, or in total is less than 10, but not 0, then the institution should display the total number of students as less than 10 ("<10") on the publicly available websites controlled by the institution. Additionally, IHEs should use complementary suppression to protect values that could be inferred otherwise. For example, if the total student count is equal to 25, the undergraduate amount is equal to 20, and the graduate amount equal to 5, IHEs should report both the undergraduate and graduate amount as '-'. The total student count can remain displayed as is.

² For students in both undergraduate and graduate categories, classify as a graduate student.

	What was the amount of Emergency Financial Aid Grants applied to satisfy student's outstanding account balance upon receiving affirmative written consent from students to do so? If funds were not used for this purpose, report \$0. Include only amounts that benefited students who did directly receive Emergency Financial Aid Grants.	\$ 0.00	\$ 0.00	\$ 0.00
HEERF (a)(1) Institutional Portion Amount Disbursed	What was the amount disbursed <i>directly</i> to students as Emergency Financial Aid Grants?	-\$ 3,500.00	\$ 0.00	\$ 0.00
	What was the amount of Emergency Financial Aid Grants applied to satisfy student's outstanding account balances? If funds were not used for this purpose, report \$0. Include only amounts that benefited students who did directly receive Emergency Financial Aid Grants.	\$ 0.00	\$ 0.00	\$ 0.00
HEERF (a)(2) Amount Disbursed (HBCUs, TCCUs, MSIs, and SIP)	What was the amount disbursed <i>directly</i> to students as Emergency Financial Aid Grants? If funds were not used for this purpose, report \$0.	\$ 0.00	\$ 0.00	\$ 0.00

	What was the amount of Emergency Financial Aid Grants applied to satisfy student's outstanding account balances? If funds were not used for this purpose, report \$0. Include only amounts that benefited students who did directly receive Emergency Financial Aid Grants.	\$ 0.00	\$ 0.00	\$ 0.00
HEERF (a)(3) Amount Disbursed (FIPSE & SAIHE & SSARP) ³	What was the amount disbursed <i>directly</i> to students as Emergency Financial Aid Grants? If funds were not used for this purpose, report \$0.	\$ 0.00	\$ 0.00	\$ 0.00
	What was the amount of Emergency Financial Aid Grants applied to satisfy student's outstanding account balances? If funds were not used for this purpose, report \$0. Include only amounts that benefited students who did directly receive Emergency Financial Aid Grants.	\$ 0.00	\$ 0.00	\$ 0.00
HEERF (a)(4) Amount Disbursed (Proprietary Institutions Grant Funds for Students)	What was the amount disbursed <i>directly</i> to students as Emergency Financial Aid Grants? If funds were not used for this purpose, report \$0.	\$ 0.00	\$ 0.00	\$ 0.00
	What was the amount of Emergency Financial Aid Grants applied to satisfy student's outstanding account balance	\$ 0.00	\$ 0.00	\$ 0.00

³ Do NOT include funds from the Institutional Resilience and Expanded Postsecondary Opportunity (IREPO) funds as part of this annual performance report.

	upon receiving affirmative written consent from students to do so? If funds were not used for this purpose, report \$0.				
HEERF Amount of Grants Disbursed	What was the amount of grants disbursed to students through all HEERF funds?	\$ 0.00	\$ 0.00	\$ 0.00	
Average HEERF Amount Awarded	Among students who received HEERF emergency financial aid grants, what was the average award amount per student?	\$ 0.00	\$ 0.00	\$ 0.00	

3) Institutional expenditures

- a) Has your institution designated HEERF program funds for a specific purpose or budget objective in future quarters (for example, operation and maintenance of plant, academic programs, residential programs, future institutional aid)? No
- i) If no, are HEERF program funds being held in the institution's general fund for use as needed? No
- 1.1. If no HEERF program funds are being held in the institution's general fund, explain your institution's approach (1,000 characters maximum):

- ii) If yes, provide the amount designated for a specific purpose or budget objective by calendar year and HEERF program fund:

HEERF program fund	Calendar year 2022	Calendar year 2023	Calendar year 2024
(a)(1) Institutional Portion	\$ 0.00	\$ 0.00	\$ 0.00
(a)(2) HBCUs, TCCUs, MSIs, SIP	\$ 0.00	\$ 0.00	\$ 0.00
(a)(3) FIPSE, SAIHE, and SSARP	\$ 0.00	\$ 0.00	\$ 0.00

- b) Provide the total amount of HEERF funds expended during the reporting period on each of the following categories:

Category	Amount in (a)(1) institutional dollars	Amount in (a)(2) dollars, if applicable	Amount in (a)(3) dollars, if applicable	Explanatory Notes
Providing additional emergency financial aid grants to students. ⁴	-\$ 3,500.00	\$ 0.00	\$ 0.00	
Covering student outstanding account balances for costs such as debt forgiveness, room, board, tuition, or fees.	\$ 140,150.00	\$ 0.00	\$ 0.00	
Indirect cost recovery/facilities and administrative costs charged on the grants.	\$ 120,866.00	\$ 0.00	\$ 0.00	

⁴ To support expenses related to the disruption of campus operations due to coronavirus consistent with applicable law. This includes eligible expenses under a student's cost of attendance under CARES Act Section 18004(c), or any component of a student's cost of attendance or for emergency costs that arise due to coronavirus, such as tuition, food, housing, health care (including mental health care), or childcare, per Section 314(c) of the Coronavirus Response and Relief Supplemental Appropriations Act, 2021 (CRRSAA), and Section 2003 of the American Rescue Plan Act of 2021 (ARP).

Covering the cost of providing additional technology hardware to students, such as laptops or tablets, or covering the added cost of technology fees.	\$ 0.00	\$ 0.00	\$ 0.00	
Providing or subsidizing the costs of high-speed internet to students or faculty to transition to an online environment.	\$ 0.00	\$ 0.00	\$ 0.00	
Subsidizing off-campus housing costs due to dormitory closures or decisions to limit housing to one student per room; subsidizing housing costs to reduce housing density; paying for hotels or other off-campus housing for students who need to be isolated; paying travel expenses for students who need to leave campus early due to coronavirus infections or campus interruptions.	\$ 0.00	\$ 0.00	\$ 0.00	
Subsidizing food service to reduce density in eating facilities, to provide pre-packaged meals, or to add hours to food service operations to accommodate social distancing.	\$ 0.00	\$ 0.00	\$ 0.00	
Costs related to operating additional class sections to enable social distancing, such as those for hiring more instructors and increasing campus hours of operations.	\$ 0.00	\$ 0.00	\$ 0.00	
Purchasing, leasing, or renting additional instructional equipment and supplies (such as laboratory equipment or computers) to reduce the number of students sharing equipment or supplies during a single class period and to provide time for disinfection between uses.	\$ 831.00	\$ 0.00	\$ 0.00	
Purchasing faculty and staff training in online instruction; or paying additional funds to staff who are providing training in addition to their regular job responsibilities.	\$ 0.00	\$ 0.00	\$ 0.00	
Construction, renovation, and real property ⁵		\$ 0.00		
Purchasing, leasing, or renting additional equipment or software to enable distance learning, or upgrading campus wi-fi access or extending open networks to parking lots or public spaces, etc.	\$ 3,240.00	\$ 0.00	\$ 0.00	
Implementing evidence-based practices to monitor and suppress coronavirus in accordance with public health guidelines. ⁶	\$ 18,479.00	\$ 0.00	\$ 0.00	

⁵ The Consolidated Appropriations Act, 2022 (P.L. 117-103), signed into law by President Biden on March 15, 2022, expanded the allowable uses of funds for IHEs that received funds under the HEERF (a)(2) programs (ALN 84.425J; T84.425K; 84.425L; 84.425M). Specifically, IHEs that received HEERF (a)(2) grant funds now may expend them on the acquisition of real property, renovations, or construction related to preventing, preparing for, and responding to the coronavirus. Before commencing any renovations, construction, or real property projects supported by HEERF (a)(2) grant funds, grantees must receive approval for the project from the Department.

⁶ Including funding to cover the cost of vaccine distribution.

Providing or subsidizing mental health resources for students who are experiencing additional mental health needs as a result of the COVID-19 pandemic, such as increasing the supply, diversity, and cultural competency of mental health providers; connecting students to care; and investing in community services and creating a culture of wellness and support. ⁷	\$ 0.00	\$ 0.00	\$ 0.00	
Conducting direct outreach to financial aid applicants about the opportunity to receive a financial aid adjustment due to the recent unemployment of a family member or independent student, or other circumstances, described in section 479A of the Higher Education Act of 1965. ⁸	\$ 0.00	\$ 0.00	\$ 0.00	
Replacing lost revenue from all sources. ⁹	\$ 0.00	\$ 0.00	\$ 0.00	
Other Uses of (a)(1) Institutional Portion funds.	\$ 4,260.00	\$ 0.00	\$ 0.00	
Quarterly Expenditures for Each Program	\$ 284,326.00	\$ 0.00	\$ 0.00	
Total of Quarterly Expenditures	\$ 284,326.00			

⁷ Note: Section 2003(5)(B) of the American Rescue Plan (ARP) requires that an institution use a portion of funds received under such Act to conduct direct outreach to financial aid applicants about the opportunity to receive a financial aid adjustment due to the recent unemployment of a family member or independent student, or other circumstances, described in section 479A of the Higher Education Act of 1965 (20 U.S.C. 1087tt). Institutions do not need to report an expense under this category every quarter but must do so at least once during the life of their HEERF grants. Please see the [HEERF ARP FAQs](#) for more information.

⁸ Please include funding provided to cover the cost of vaccine distribution in this line. Note: Section 2003(5)(A) of the ARP requires that an institution use a portion of funds received under such act to implement evidence-based practices to monitor and suppress coronavirus in accordance with public health guidelines. Institutions do not need to report an expense under this category every quarter but must do so at least once during the life of their HEERF grants. Please see the [HEERF ARP FAQs](#) for more information.

⁹ Please see the Department's HEERF Lost Revenue FAQs (March 19, 2021) for more information regarding what may be appropriately included in an estimate of lost revenue.

c) Estimate how much of the lost revenue reported above came from each of the following sources (if applicable):

Source of Lost Revenue	Estimated Amount	Explanatory Notes
Academic sources	\$ 0.00	
Unpaid student accounts receivable or other student account debts (including tuition, fees, and institutional charges)	\$ 0.00	
Room and board	\$ 0.00	
Enrollment declines, including reduced tuition, fees, and institutional charges	\$ 0.00	
Supported research	\$ 0.00	
Summer terms and camps	\$ 0.00	
Auxiliary services sources	\$ 0.00	
Cancelled ancillary events	\$ 0.00	
Disruption of food service	\$ 0.00	
Dormitory services	\$ 0.00	
Childcare services	\$ 0.00	
Use of facilities or venues, including external events such as weddings, receptions, or conferences (other than facilities associated with sectarian instruction or religious worship)	\$ 0.00	
Bookstore revenue	\$ 0.00	
Parking revenue	\$ 0.00	

Lease revenue	\$ 0.00	
Royalties	\$ 0.00	
Other operating revenue	\$ 0.00	
Total (a)(1) funds	\$ 0.00	
Total (a)(2) funds	\$ 0.00	
Total (a)(3) funds	\$ 0.00	
TOTAL HEERF	\$ 0.00	

Form Instructions

Completing the Form: On each form, fill out the institution of higher education (IHE or institution) name, the date of the report, the appropriate quarter the report covers (3/31/22, 6/30/22, 9/30/22, 12/31/22), the 11-digit PR/Award Number (number is found in Box 2 of your Grant Award Notification (GAN)) for each HEERF grant funding stream as applicable, the total amount of funds awarded by the Department (including reserve funds if awarded), and check the box if the report is a “final report.” Institutions that expended HEERF grant funds during the calendar quarter from January 1 – March 30, 2021 are required to post the quarterly report that involved the expenditure of HEERF II CRRSAA and HEERF I CARES Act funds. The Department did not previously affirmatively indicate this reporting requirement was in place for HEERF II CRRSAA funds. As such, institutions may have until the end of the second calendar quarter, June 30, 2021, to post these retroactive reports if they have not already done so.

In the charts, an institution must specify the amount of expended HEERF I, II, and III funds for each funding category: (a)(1) Institutional Portion; (a)(2), and (a)(3), if applicable. (a)(2) funds include Assistance Listing Numbers (ALNs) 84.425J (Historically Black Colleges and Universities (HBCUs)), 84.425K (Tribally Controlled Colleges and Universities (TCCUs)), 84.425L (Minority Serving Institutions (MSIs)), 84.425M (Strengthening Institutions Program (SIP)); (a)(3) funds are for ALN 84.425N (Fund for the Improvement of Postsecondary Education (FIPSE) Formula Grant) and 84.425S (SAIHE). Each category is deliberately broad and may not capture specific grant program requirements. Explanatory footnotes help clarify certain reporting categories. Provide brief explanatory notes for how funds were expended, including the title and brief description of each project or activity in which funds were expended. Do not include personally identifiable information (PII). Round expenditures to the nearest dollar. If there is no expenditure to report for a given cell, fill it with a “0.” Please refrain from using any symbols throughout the form, including but not limited to “~”.

Posting the Form: This form must be conspicuously posted on the institution’s primary website on the same page the reports of the IHE’s activities as to the emergency financial aid grants to students made with funds from the IHE’s allocation under (a)(1) of the CARES Act, CRRSAA, and ARP (Student Aid Portion) are posted. It must be posted as a digital PDF. No handwritten or scanned PDFs are allowed. Please refrain from adding additional material to the uploaded form. The PDF must be named in the following manner: [8-digit OPEID]_[Survey Name]_[Quarter/Year]_[Date of Release]. For example, 01177600_HEERF_Q32021_101021. The 8-digit OPEID can be found at the [DAPIP website](#) or the [NCES website](#). In the event a DUNS number applies to multiple OPEIDs, use the OPEID for the campus with the highest enrollment. The quarter pertains to the calendar year, following the same cadence the reporting periods follows. The date of release should be reported as the deadline for form submission, 10 days after the end of each reporting period. A new separate form must be posted covering each quarterly reporting period (September 30, December 31, March 31, June 30), concluding after either (1) posting the quarterly report ending September 30, 2023 or (2) when an institution has expended and liquidated all (a)(1) Institutional Portion, (a)(2), and (a)(3) funds and checks the “final report” box. IHEs must post this quarterly report form no later than 10 days after the end of each calendar quarter (October 10, January 10, April 10, July 10). Each quarterly report must be separately maintained in a PDF document linked directly from the IHE’s HEERF reporting webpage. Reports must be maintained for at least three years after the submission of the final report per 2 CFR § 200.333. Any changes or updates after initial posting must be conspicuously noted after initial posting and the date of the change must be noted in the “Date of Report” line.

needed, and completing and reviewing the collection of information. Under the PRA, participants are required to respond to this collection to obtain or retain benefit. If you have any comments concerning the accuracy of the time estimate or suggestions for improving this individual collection, or if you have comments or concerns regarding the status of your individual form, application, or survey, please contact HEERFreporting@ed.gov, U.S. Department of Education, 400 Maryland Avenue, SW, Washington, DC 20202.

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

TO: Members of the Governing Board

**SUBJECT: MEASURE Q QUARTERLY PROGRESS UPDATE
REPORT TO THE GOVERNING BOARD**

REQUESTED ACTION:

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

SUMMARY:

The Solano CCD Measure Q Quarterly Update Report is presented for Board information. This report includes an overview of program and project activities for the Measure Q Bond Program for the period of October 1, 2022 – December 31, 2022.

Measure Q expenditures during this reporting period were \$3,428,161. Total expended to December 31, 2022 was \$219,033,590 (percentage spent is 61.9%).

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: Quarterly Reports provided to the Board of Trustees and the public regarding the use of bond funds.

Ed. Code: NA	Board Policy: NA	Estimated Fiscal Impact: \$0
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SUPERINTENDENT'S RECOMMENDATION:

☐ APPROVAL ☐ DISAPPROVAL
☒ NOT REQUIRED ☐ TABLE

Lucky Lofton
VP, Facilities and Executive Bonds Manager

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 863-7855

TELEPHONE NUMBER

Susan Wheat
VP, Facilities and Executive Bonds Manager

VICE PRESIDENT APPROVAL

May 8, 2023

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

May 17, 2023

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: MEASURE Q QUARTERLY PROGRESS UPDATE
REPORT TO THE GOVERNING BOARD**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

Sample of key activities this quarter:

Program: District staff and Bond Program team members continue to work on revisions to the Design Standards. We continue planning for and implementing the projects being funded by Series D and E funds.

Projects:

- Fairfield Campus Library/Learning Resource Center Project (Building 100 Replacement): Construction complete. Punchlist work completed. Close out proceeding, including DSA.
- Fairfield Campus Building 300 Modernization Project: Design work continued. Documents submitted to DSA and addressing comments.
- Fairfield Campus Early Learning Center Expansion Project: Bidding complete. Construction contract awarded. Excavation and building pad prep on going. Building fabrication underway.
- On Campus Housing Project: Non-student survey completed, results reviewed. Financial models developed and reviewed. Contracted with architectural team to develop housing vision mini-master plan and facilities program for SB 169 grant application. Continue to receive and respond to Chancellor's Office directions on housing grant applications.
- Small Capital Project – Fairfield Campus Baseball and Softball Clubhouse Replacement: Sitework and clubhouses complete. Some minor remaining work to be done for final sign-off and project close out.
- Small Capital Project – Fairfield Campus Building 1400 Lighting Upgrade: Bidding process continues.
- Small Capital Projects – Fairfield Campus Quad Water Conservation: Design concept development and process for stakeholder engagement underway.
- Small Capital Project – Fairfield Campus Door Hardware Installation: Working with contractor to schedule work.
- Small Capital Project – Fairfield Campus Pedestrian & Vehicular Wayfinding Signs: Project close out continues.
- Aeronautics Nut Tree Facility Improvements: Project work complete and close out is in process.
- Vacaville Annex HVAC/Roof Upgrade: Contractor selected and placed under contract.
- Vallejo Belvedere Fence: Waiting on approval from the County to record.
- Vallejo Center Security: This project is a comprehensive assessment of the existing security systems which will result in recommendations for improvements and potential expansion of the system to provide enhanced safety and protection of the Center buildings and site. Architect has been selected.
- Auto Tech Vehicle Security: Contractor has been awarded contract and work has begun.

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

TO: Members of the Governing Board

**SUBJECT: MEASURE Q QUARTERLY PROGRESS UPDATE
REPORT TO THE GOVERNING BOARD**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

Sample of key activities this quarter (continued):

Projects:

Districtwide Projects:

- IT Infrastructure Project (Phases 2 and 3): Equipment purchases and installations continue. Planning for and implementation of Series D and Series E funded work continues.
- Infrastructure Improvements – Central Plant Replacement: Design work complete. DSA review is underway.
- Infrastructure Improvements – Replacement Substations #3 and #4: Design-Builder (D-B) selection complete. D-B has begun the discovery phase of the project.
- Infrastructure Improvements – Solar Energy: Geotech Report completed. Design Package 1 (Solar PV – photo voltaic and EV – electric vehicle charging) submitted to DSA. Design Package 2 (BESS – battery storage) in process.
- Infrastructure Improvements – Swimming Pool Deck Replacement: Geotech report is complete. Design complete and submitted to DSA for review.
- Districtwide Parcel Lockers: Electrical and data work to all locations is complete. Lockers have been received and installed. Waiting for decorative wraps to be delivered and installed. Training is being scheduled.
- ADA Improvements (Phase 1): Work on the Self Evaluation Study of Policies and Procedures continues with District review.

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

TO: Members of the Governing Board

**SUBJECT: BOARD PRESENTATION – QUAD WATER
CONSERVATION PROJECT**

REQUESTED ACTION:

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

SUMMARY:

As an anchor and focal point for the Fairfield Campus, the Water Conservation Project will have a significant impact on the aesthetic and feel of the Campus core. A presentation on the Water Conservation Project will outline the goals for the Project. It will review the process being used to conceptualize the Project and its component parts and will review with the Board the current Project concept.

STUDENT SUCCESS IMPACT:

- ☐ Help our students achieve their educational, professional and personal goals
☐ Basic skills education
☐ Workforce development and training
☐ Transfer-level education
☒ Other: Reports provided to the Board of Trustees and the public regarding the use of bond funds.

<i>Ed. Code: NA</i>	<i>Board Policy: NA</i>	<i>Estimated Fiscal Impact: \$0</i>
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SUPERINTENDENT'S RECOMMENDATION:

☐ **APPROVAL** ☐ **DISAPPROVAL**
☒ **NOT REQUIRED** ☐ **TABLE**

Lucky Lofton
V.P., Facilities and Executive Bonds Manager

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 863-7855

TELEPHONE NUMBER

Lucky Lofton
V.P., Facilities and Executive Bonds Manager

VICE PRESIDENT APPROVAL

May 5, 2023

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

May 17, 2023

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

Current Solar Benches on Campus

- \$15,450/each unit paid
- \$17,250/each unit current price

Highest solar output on the market – 1.3 kW

Ipe wood or Recycled Plastic Lumber table and bench tops

Powder coated structural steel

LED lighting

Six 120V outlets

Five dual port USB/USB-C outlets, including fast charging ports

2 Qi Wireless Chargers

Attached benches

Long lasting, durable structure

Fully customizable, wide range of powder coat color options

75-150 charges/day

130 mph self-ballasted wind-rating

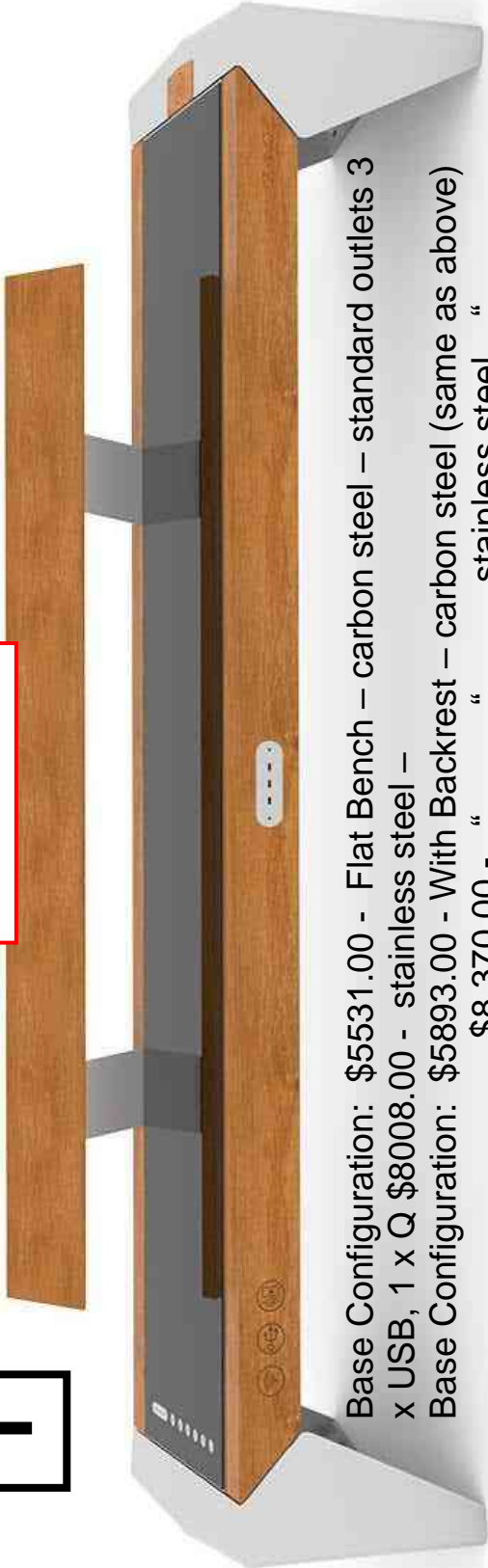
Fully ADA accessible

Financing available



1

ARCHASOL



Base Configuration: \$5531.00 - Flat Bench – carbon steel – standard outlets 3 x USB, 1 x Q \$8008.00 - stainless steel –
Base Configuration: \$5893.00 - With Backrest – carbon steel (same as above) \$8,370.00 - “ stainless steel “
Options most common: WI-FI module (SIM not provided) - \$1,159.
Stainless Steel Bike Rack - - \$275. (two bikes – one end) \$547. (two bikes – both ends)

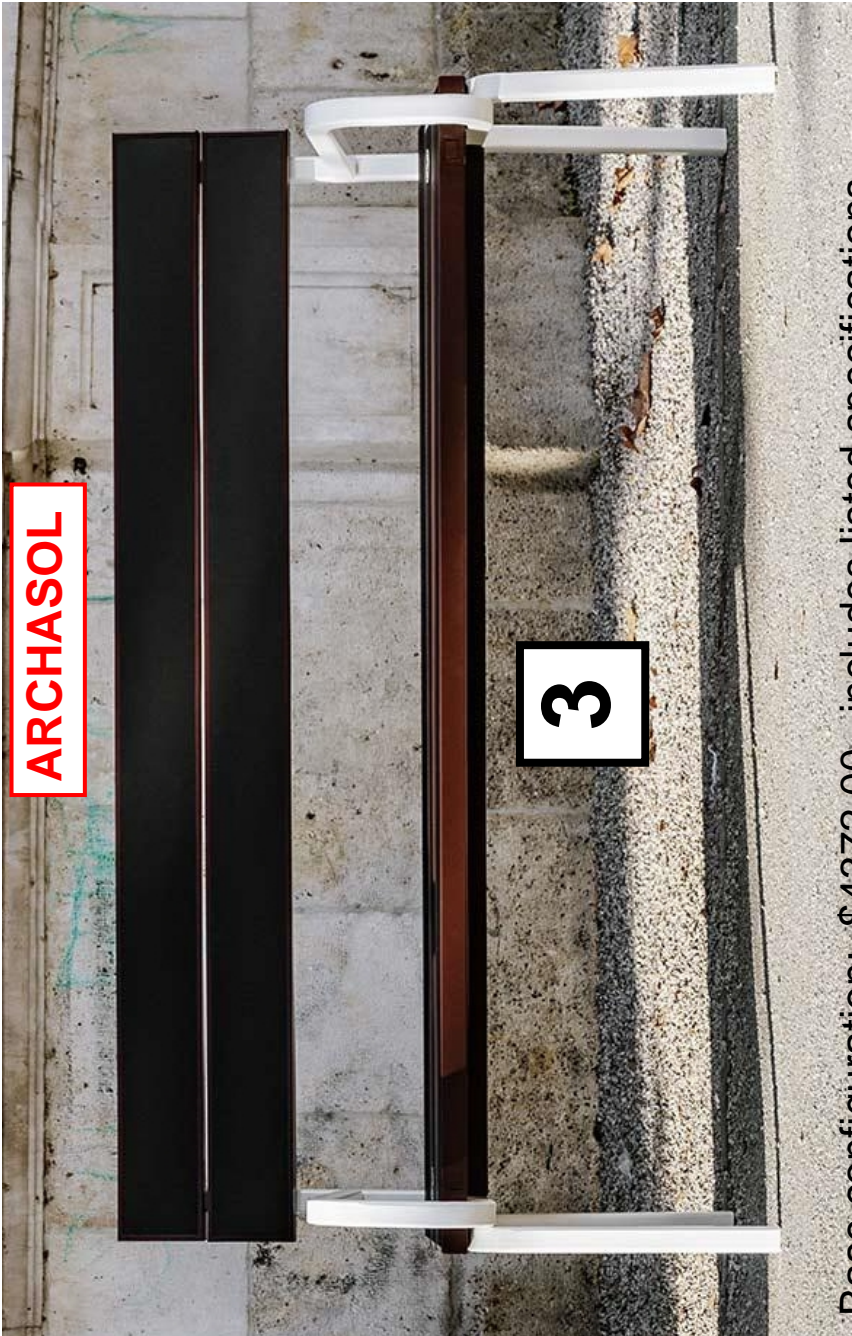
Other options available upon request

2

SELS



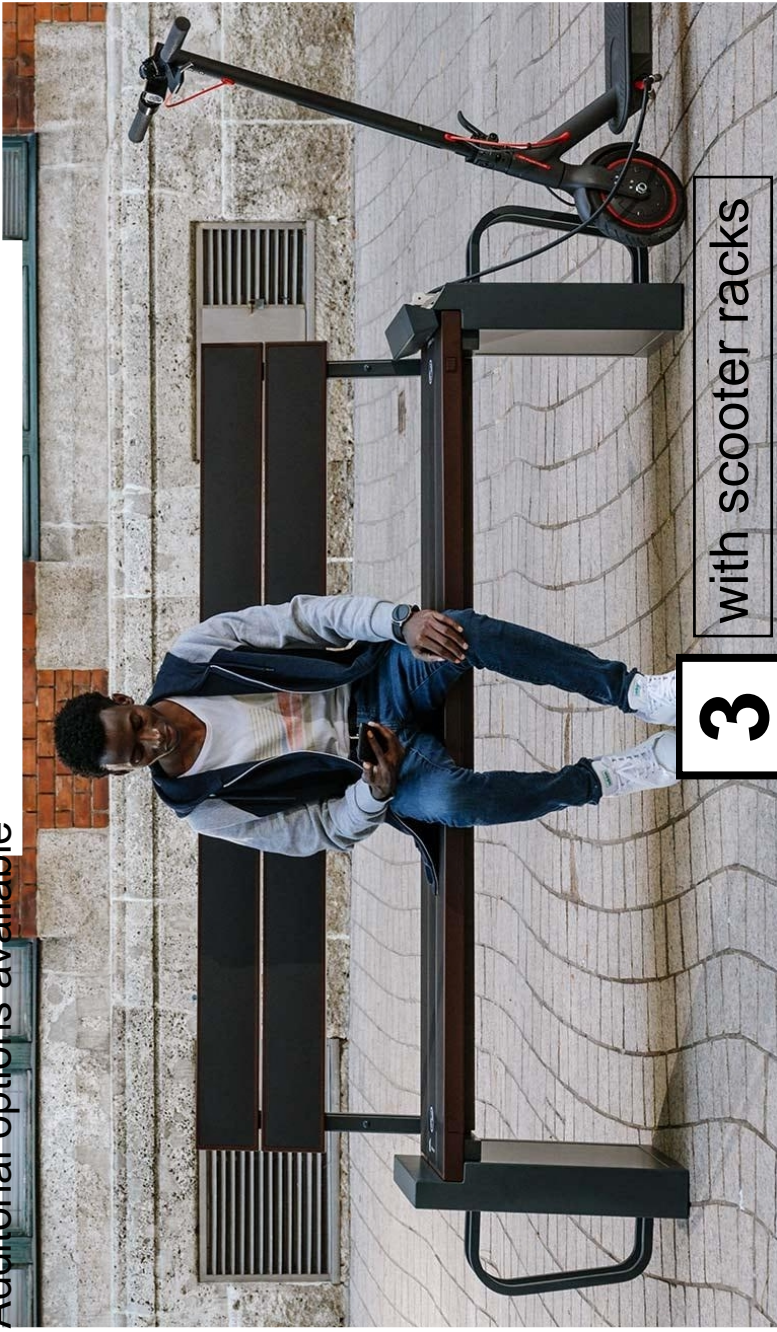
Limited Information
Priced around \$4,000/unit



ARCHASOL

3

Base configuration: \$4372.00– includes listed specifications
Optional: Back and Armrest: \$1,592.00 –
Optional: Backrest only: \$1,456.00 - please note: Backrest adds extra PV modules with 66W total, adding more power to the bench
Option: WiFi connection: \$790.00– Sim card or ethernet (user supplied SIM card)
Additional options available



3

with scooter racks



PURE ENERGY

4

Priced
around
\$14,000/unit

Applications:

- Smart Device Charger / Laptops / Tablets / Cell Phones
- Bus Stops / Public Spaces
- Parks / Trails / Campgrounds
- Sports Arenas / Outdoor Venues
- Charges Electric Wheelchairs
- Powers Portable Tools / Battery Packs
- Wi-Fi Hotspot Capable



Specifications:

- US Made, Maintenance Free
- 1400 Watts of Solar Power
- 300/1000 Watt 120v AC Output
- USB Outlets and 120v Outlets GFCI Protected
- LED Area Lighting
- Large Battery Storage for 24 Hour Operation
- Aluminum Heavy Gauge Weatherproof Construction
- Can be Customized for Specific Applications
- Custom Colors Available

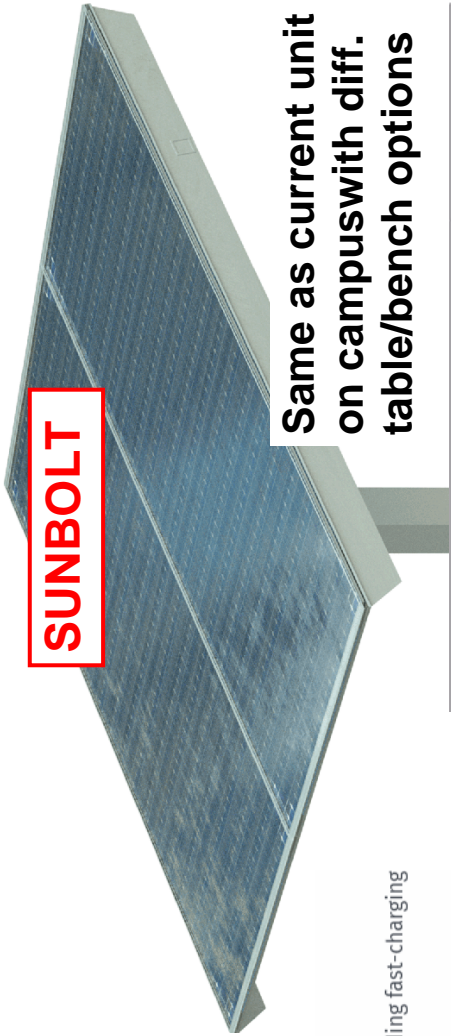


PURE ENERGY

Priced
around
\$5,000/unit

- Applications**
- Emergency / Disaster Relief / Back-Up Power
 - Smart Device Charger / Laptops / Tablets / Cell Phones
 - Marine Dock Power / 12v Battery Charger
 - Outdoor Dining / Cafés / Table Top Plug-In
 - Tailgating / Camping
 - Promotional Booths, Art and Music Festivals
 - Sporting Events, Outdoor Events
 - Powers: TV, Stereo, Refrigerator, Fans, Lights, Etc...
 - Powers Portable Tool Battery Packs
 - Wi-Fi Hotspot Capable
 - Industrial Power Supply
 - Portable or Permanent Location
- Specifications**
- US Made, Maintenance Free
 - 300 - 350 Watt Solar Panel
 - 600 Watt 120v peak AC Output (1000 Watt Option)
 - USB Outlets and 120v Outlets GFCI Protected
 - LED Area Lighting
 - 36" Table (47" Option)
 - Large Battery Storage for 24 Hour Operation
 - All Aluminum, Heavy Gauge Weather Proof Construction
 - Can be Upgraded and Customized for Specific Applications
 - Custom Colors Available

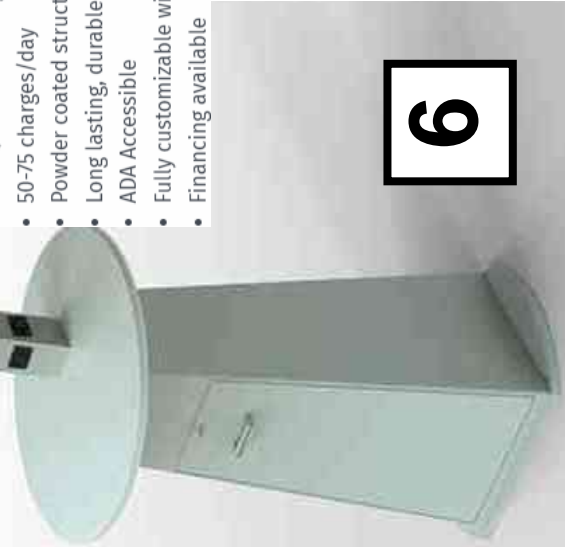
SUNBOLT



SUNBOLT

- 150 watt solar panel
- 30" marine-grade polymer table top
- Four dual port USB/USB-C outlets, including fast-charging ports
- LED Lighting
- One Qi Wireless Charger
- 50-75 charges/day
- Powder coated structural steel
- Long lasting, durable design
- ADA Accessible
- Fully customizable with logos and/or graphics
- Financing available

Priced
around
\$5,000/unit

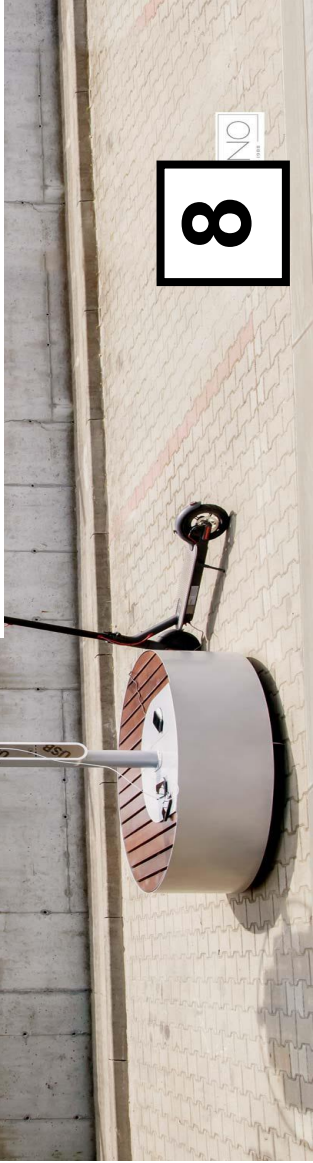


6

ARCHASOL



Base Configuration: \$9,589.00 – carbon steel – p.coat, softwood – 50" dia. x 105"H – 6x USB, 2x Qi Options: WI-FI Module (SIM not provided) - \$1,159 Other options available upon request.



8



7

Same as current unit
on campus with diff.
table/bench options

	Price
CampusXL Unit (with Ipe Wood)	\$19,250
CampusXL Unit (with Recycled Plastic Lumber)	\$17,250



MONNA

9

Limited Information
Priced unknown

ENGO PLANET

11

Limited Information
Priced unknown



10

ARCHASOL

<p>Material: Stainless steel #201 + WPC wood</p> <p>Dimensions: L- 223cm, W- 55cm, H- 247.2cm</p> <p>Hybrid energy, Solar Panel: 90W+AC power</p> <p>Battery capacity: 12V, 55AH</p> <p>Controller Type: MPPT</p> <p>Weight: estimated 180kg</p> <p>USB charging:</p> <p>Number of ports: 4</p> <p>Power (per port): 5V (2.1A)</p> <p>Wireless charging: 2</p> <p>Ambient light: LED spot light</p> <p>Advertising display: LED screen on one side, P2.5, 32*80cm</p> <p>Bluetooth speaker: 5/12V</p> <p>Wi-Fi: 4G/International router</p>	US\$7,890
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SELS

Priced
around
\$8,000/unit

12



- 4+ DAYS OF BATTERY AUTONOMY
- 300W SOLAR PANEL CANOPY DESIGN
- AMBIENT LED LIGHT
- 3 USB CHARGING PORTS
- 3 WIRELESS CHARGE PADS
- BLUETOOTH SPEAKER
- LTE ROUTER /WIFI ANTENNA

Specs

#	Manufacturer	Product Name		Origin	Price/Unit	Literature
1	ARCHASOL	PHOTON	Solar Panel: 90W, Battery capacity: 12V, 55AH, USB charging: Number of ports: 4, Wireless charging: 2, Ambient light: LED spot light Advertising display: LED light box, Bluetooth speaker: 5/12V Wi-Fi: 4G/International router	Europe	5500-8000	Archasol - Email Pricing Information.pdf Archasol - Taiyo Models Price List 2022-10.pdf
2	SELS	BENCH			4000	SELS - q11845 - SolanoCC.pdf
3	ARCHASOL	STEORA	Solar Panel: 90W, Battery capacity: 12V, 55AH, USB charging: Number of ports: 4, Wireless charging: 2, Ambient light: LED spot light Advertising display: LED light box, Bluetooth speaker: 5/12V Wi-Fi: 4G/International router	Europe	4500 - 8000	Archasol - Email Pricing Information.pdf Archasol - Taiyo Models Price List 2022-10.pdf https://include.eu/b2g/steora/
4	PURE ENERGY	SOLAR BUS BENCH	• US Made, Maintenance Free, • 1400 Watts of Solar Power • 300/1000 Watt 120v AC Output, • USB Outlets and 120v Outlets GFCI Protected, • LED Area Lighting, • Large Battery Storage for 24 Hour Operation, • Aluminum Heavy Gauge Weatherproof Construction • Can be Customized for Specific Applications • Custom Colors Available	\$	13,500.00	Pure Energy Solar - Solar-Bench-Brochure-2020.pdf
5	PURE ENERGY	SOLAR CHARGING STATION	US Made, Maintenance Free, • 300 - 350 Watt Solar Panel • 600 Watt 120v peak AC Output (1000 Watt Option), • USB Outlets and 120v Outlets GFCI Protected, • LED Area Lighting, • 36” Table (47” Option), • Large Battery Storage for 24 Hour Operation • All Aluminum, Heavy Gauge Weather Proof Construction • Can be Upgraded and Customized for Specific Applications • Custom Colors Available	\$	5,000.00	Pure Energy Solar - Smart-Charger-Brochure-2020.pdf
6	SUNBOLT	DASH			5000-6000	SUNBOLT PRICING for All Products in English https://gosunbolt.com/fags/#solar-workstations
7	SUNBOLT	VELOCITY			12500-13500	SUNBOLT PRICING for All Products in English
8	ARCHASOL	UNIVERSE	Solar Panel: 90W, Battery capacity: 12V, 55AH, USB charging: Number of ports: 4, Wireless charging: 2, Ambient light: LED spot light Advertising display: LED light box, Bluetooth speaker: 5/12V Wi-Fi: 4G/International router		9600-10700	Archasol - Email Pricing Information.pdf Archasol - Taiyo Models Price List 2022-10.pdf https://www.universeaoghairetown.ie/more-bench-all
9	MONNA	COUNTRY				https://www.archasol.com/product/taiyo-solar-charging-bench/
10	ARCHASOL	TAIYO	Hybrid energy, Solar Panel: 135W+AC power, Battery capacity: 12V, 55AH, USB charger: 2, Wireless charger: 2, LED light: top light + embient strip light, Advertising display: LED screen on one side, Bluetooth speaker: 5/12V, Wi-Fi: 4G/International router	\$	8,000.00	Archasol - Email Pricing Information.pdf Archasol - Taiyo Models Price List 2022-10.pdf
11	ENGO PLANET	BENCH				
12	SELS	BENCH WITH CANOPY	LED Lights, 3 USB Charging Ports, 3 Wireless Charging Pads, BT Speaker, LTE Router, Wifi Antenna	\$	8,000.00	SELS - q11845 - SolanoCC.pdf

**SOLANO COMMUNITY COLLEGE
DISTRICT GOVERNING BOARD**

UNADOPTED MINUTES

Wednesday, May 3, 2023

1. CALL TO ORDER

A Regular Meeting of the Solano Community College District Governing Board was called to order at 6:30 p.m., on Wednesday, April 5, 2023, in the Denis Honeychurch Board Room, Room 626, 4000 Suisun Valley Road, Fairfield, California 94534, by Board President Honeychurch.

2. PLEDGE OF ALLEGIANCE TO THE FLAG OF THE UNITED STATES OF AMERICA

Board President Honeychurch led those present in the pledge of allegiance to the United States of America.

Board President Honeychurch announced that one Trustee will be participating remotely: Trustee Karimah Karah is participating remotely due to illness.

3. ROLL CALL

Denis Honeychurch, President
Rosemary Thurston, Vice President
Amber Cargo-Reed
Karimah Karah, J.D.
Amanda Lopez-Lara
Quinten R. Voyce
A. Marie Young
Celia Esposito-Noy, Ed.D., Secretary
Sumiya Ragab, Student Trustee

Others Present:

Salvatore Abbate, Director of Human Resources
Lucky Lofton, Vice President of Bond
Lisa Neeley, Vice President of Student Services
Susan Wheet, Vice President of Finance & Administration
David Williams, Vice President of Academic Affairs

4. APPROVAL OF AGENDA

It was moved by Trustee Young and seconded by Trustee Thurston to approve the agenda as presented. The motion was passed unanimously.

5. COMMENTS FROM MEMBERS OF THE PUBLIC

There were no comments on Closed Session items.

6. CLOSED SESSION

President Honeychurch called the closed session to order at 6:35 p.m.

- (a) Conference with Labor Negotiator (Govt. Code § 54957.6)
Agency Negotiator: Salvatore Abbate, Human Resources
Employee Organization: CCA/CTA/NEA, CSEA, Operating Engineers—Local 39
- (b) Public Employee Discipline/Dismissal/Release (Govt. Code § 54957)
- (c) Conference with Legal Counsel – Anticipated Litigation
Significant exposure to litigation pursuant to subdivision (d) of Govt. Code § 54956.9

7. RECONVENE REGULAR MEETING

President Honeychurch reconvened the Regular Meeting at 7:00 p.m.

8. REPORT OF ACTION IN CLOSED SESSION

The Board held Conference with Labor Negotiator and CCA/CTA/NEA, CSEA, and Operating Engineers-Local 39, and no action was taken.

The Board discussed Public Employee Discipline/Dismissal/Release and no action was taken.

The Board held Conference with Legal Counsel – Anticipated Litigation and Initiation of Litigation and no action was taken.

9. COMMENTS FROM MEMBERS OF THE PUBLIC (CONTINUED)

Neil Glines introduced the SCC Speech & Debate Team who are the 2023 Phi Rho Pi Community College National Champions! The Team won Gold Overall Sweepstakes, Gold Debate Sweepstakes, and Gold Individual Sweepstakes.

Supervisor Monica Brown commented that the County would like to work with the SCC Board. The County has a strategic plan to look at the unincorporated areas that may provide housing for the workforce. Supervisor Brown would like to participate in any meetings the District may have with County employees to discuss future housing possibilities.

10. CONSENT AGENDA – ACTION ITEMS

Superintendent-President

- (a) Draft Minutes for the Meeting Held on April 19, 2023 (Pending Board Approval)

Human Resources

- (b) Employment 2022-2023, Page 6

Finance and Administration

- (c) Personal Services Agreements, Page 8
- (d) Contract Renewals Under \$50,000, Page 10
- (e) Disposition, Transfer or Trade-In of Campus Equipment, Page 11
- (f) Notice of Completion for Information Technology Implementation Services for the Library/Learning Resource Center Project, Page 12
- (g) Resolution No. 22/23-34 Commending Officer Luz Daniels, Page 14

It was moved by Trustee Lopez-Lara and seconded by Trustee Voyce to approve the Consent Agenda as presented. The motion was passed unanimously.

11. ITEMS REMOVED FROM CONSENT AGENDA

- (g) Resolution No. 22/23-34 Commending Officer Luz Daniels, Page 14 was removed from the Consent Agenda per the request of Trustee Voyce. This item is now being placed on the agenda as a stand-alone item.

At this time, Chief Brian Travis presented the commendation to Officer Luz Daniels, who administered CPR and AED to save a man's life at the SCC basketball game. The gentleman, his wife, and family were present to thank Officer Daniels.

12. NON-CONSENT AGENDA ITEMS – ACTION ITEMS

Superintendent-President

- (a) Approval of Board Policy 1018 Notification of Absence or Request to Participate in Board Meetings Remotely, Page 16

It was moved by Trustee Young and seconded by Trustee Thurston to approve the Approval of Board Policy 1018 Notification of Absence or Request to Participate in Board Meetings Remotely as presented. The motion was passed unanimously.

- (b) Resolution No. 22/23-33 To Approve Appointment to Citizens' Bond Oversight Committee (CBOC) – Stephen Neff, Page 18

It was moved by Trustee Lopez-Lara and seconded by Trustee Cargo-Reed to approve Resolution No. 22/23-33 To Approve Appointment to Citizens' Bond Oversight Committee (CBOC) – Stephen Neff as presented. The motion was passed unanimously.

STUDENT TRUSTEE ADVISORY VOTE: Yes

AYES: Board President Honeychurch, Vice President Thurston, Trustee Cargo-Reed, Trustee Karah, Trustee Lopez-Lara, Trustee Voyce, and Trustee Young

NOES: 0

ABSENT: 0

ABSTAIN: 0

Human Resources

- (c) Resignation to Retire, Page 20

It was moved by Trustee Young and seconded by Trustee Cargo-Reed to approve the Resignation to Retire as presented. The motion was passed unanimously.

- (d) Resolution No. 22/23-31 Recognizing Classified School Employee Week at Solano Community College District, Page 21

It was moved by Trustee Thurston and seconded by Trustee Voyce to approve Resolution No. 22/23-31 Recognizing Classified School Employee Week at Solano Community College District as presented. The motion was passed unanimously.

STUDENT TRUSTEE ADVISORY VOTE: Yes

AYES: Board President Honeychurch, Vice President Thurston, Trustee Cargo-Reed, Trustee Karah, Trustee Lopez-Lara, Trustee Voyce, and Trustee Young

NOES: 0

ABSENT: 0

ABSTAIN: 0

Finance and Administration

It was moved by Trustee Voyce and seconded by Trustee Young to approve Items 12.(e) through 12.(h) in one motion as presented. The motion was passed unanimously.

- (e) Approval of Revisions to Board Policies 3800, 3810, 3820, and 3830, Page 23
- (f) Contract Agreement with Konica Minolta for an AccurioPress C4070, Page 28
- (g) Proposed Facility Rental Procedures and Rates Effective FY 2023-24, Page 40
- (h) Contract Agreement with Pioneer Preventative Care Group DBA Quantgene for Student Access to Clinical Services, Page 53

Bond

It was moved by Trustee Voyce and seconded by Trustee Young to approve Items 12.(i) through 12.(m) in one motion as presented. The motion was passed unanimously.

- (i) Contract Award to Matrix HG, Inc. for Construction Services for the Central Plant Replacement Project, Page 65
- (j) Contract Award to Salas O'Brien for Commissioning Services for the Central Plant Replacement Project, Page 67
- (k) Contract Award to Yocha Dehe Wintun Nation for Tribal Monitoring Services for Various Projects, Page 69
- (l) Contract Award to JK Architecture Engineering for the Autotech Vehicle Dynamometer Systems Evaluation and Exhaust System Replacement Project, Page 71

- (m) Contract Amendment #2 to Vlaming and Associates, APC for Project Labor Agreement Coordination Services, Page 73

13. BOARD STUDY SESSION - NO ACTION REQUIRED

Data Informed Decision Making

*Presented by: David Williams, Vice President of Academic Affairs and
Nathan Rexford, Dean of Research and Planning*

14. INFORMATION ITEMS – NO ACTION REQUIRED

- (a) First Reading of Revisions to Board Policies 3840, 3850, 3860, and 3865, Page 78
- (b) On-Campus Housing Project - Board Presentation, Page 83

15. ANNOUNCEMENTS

16. ITEMS FROM THE BOARD

17. CLOSED SESSION (CONTINUED IF NECESSARY)

18. RECONVENE REGULAR MEETING (IF NECESSARY)

19. REPORT OF ACTION TAKEN IN CLOSED SESSION (IF NECESSARY)

20. ADJOURNMENT

Moved by Trustee Young and seconded by Trustee Thurston to adjourn the meeting. There being no further business to come before the board, the meeting was adjourned at 9:08 p.m.