

**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

Short-Term/Temporary/Substitute

<u>Name</u>	<u>Assignment</u>	<u>Fund/Grant</u>	<u>Effective</u>	<u>Amount</u>
Zachary Anderson	Special Project	General	01/01/23 - 06/30/23 (Revised)	\$26.00/hr.
Toni Coleman	Cosmetology Summer Bootcamp	Perkins	05/29/23 – 06/30/23 (Revised)	\$62.63/hr.
Karen Cook	Makerspace Outreach/Marketing	Strong Workforce	02/02/23 – 06/30/23 (Revised)	\$69.05/hr.
Kristina Ferrebee	Teaching4Equity Cohort	SEA	03/01/23 – 04/30/23	\$750.00 (lump sum)
Linda Noveroske- Tritten	Rising Scholars Faculty Coordinator	Rising Scholars	06/01/23 - 06/30/23	\$2,150.00 (lump sum)
Melissa Reeve	Guided Pathways Coordination	Guided Pathways	05/17/23 – 06/30/23 (Revised)	\$69.05/hr.
Matthew Schweitzer	Teaching4Equity Cohort	SEA	03/01/23 – 04/30/23	\$750.00 (lump sum)
Michelle Smith	Makerspace Outreach/Marketing	Strong Workforce	02/02/23 – 06/30/23 (Revised)	\$69.05/hr.
Lauren Taylor-Hill	Teaching4Equity Cohort	SEA	03/01/23 – 04/30/23	\$750.00 (lump sum)
Nick Turney	Rising Scholars Faculty Coordinator	Rising Scholars	06/01/23 - 06/30/23	\$2,075.00 (lump sum)

Salvatore Abbate
Human Resources

July 8, 2023

Date Submitted

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

July 19, 2023

Date Approved

EMPLOYMENT 2023-2024

Part-Time Adjunct Assignment

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Miguel Flores	Adjunct Instructor (not to exceed 67%) – Automotive Technology	08/10/23 – 12/15/23

Out of Class Assignment

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Tanya Harris	Admissions and Records Technician	07/01/23 - 06/30/24

Short-Term/Temporary/Substitute

<u>Name</u>	<u>Assignment</u>	<u>Fund/Grant</u>	<u>Effective</u>	<u>Amount</u>
Dorene Adams	Nursing Program Administration	General	07/01/23 – 08/11/23	\$2,000 lump sum
Zachary Anderson	Special Project	General	07/01/23 - 06/30/24	\$26.00/hr.
Abigail Bayquen	Student Services Generalist	SEA	07/01/23 - 06/30/24	\$18.91/hr.
Noah Briceno	Athletic Trainer - Sports Medicine	General	07/01/23 - 06/30/24	\$19.33/hr.
Alicia Burton	Student Services Generalist	SEA	07/01/23 - 06/30/24	\$18.91/hr.
Josh Calilan	Technology Specialist	General	07/01/23 - 06/30/24	\$22.51/hr.
Victoria Castenada	Student Services Generalist	SEA	07/01/23 - 06/30/24	\$18.91/hr.
Damon Cook	Student Services Generalist	SEA	07/01/23 - 06/30/24	\$18.91/hr.
Darlene Dangerfield	Student Services Generalist	SEA	07/20/23 - 06/30/24	\$18.91/hr.
Kerry Dill	Athletic Trainer - Sports Medicine	General	07/01/23 - 06/30/24	\$19.33/hr.
Scott Ferguson	Student Services Generalist	SEA	07/01/23 - 06/30/24	\$18.91/hr.
Makayla Johnson	Asst Coach - Volleyball	General	07/01/23 - 07/30/23	\$22.00/hr.
Bernadette Kawazoe	Administrative Assistant III	General 50% SEA 50%	07/01/23 - 06/30/24	\$18.91/hr.
Jamel King	Grounds Maintenance Technician	General Fund	07/20/23 - 06/30/24	\$15.68/hr.
Esmeralda Liberato	Student Services Generalist	SEA	07/01/23 – 12/19/23	\$18.91/hr.
Rodriguez Louis	Asst Coach - Men's Basketball	General	07/01/23 - 06/30/24	\$22.00/hr.
Terri Martin	Student Services Generalist	SEA	07/01/23 - 06/30/24	\$18.91/hr.
Marcie McDaniels	Special Project - Counseling	EEO Best Practices	07/01/23 - 06/30/24	\$78.50/hr.
Maire Morinec	Nursing Program Administration	General	07/01/23 – 08/11/23	\$2,500 lump sum
Raymond Nelson	Warehouse Operator	General Fund	07/20/23 - 06/30/24	\$16.20/hr.
Linda Noveroske-Tritten	Rising Scholars Faculty Coordinator	Rising Scholars	07/01/23 - 07/31/23	\$2,150.00 (lump sum)
Lilliana Ojeda	Student Services Generalist	SEA	07/20/23 – 06/30/24	\$18.91/hr.
John Perez	Technologist & CA Virtual Campus/OEI Coordination	General	07/01/23 – 08/15/23	\$64.87/hr.

Short-Term/Temporary/Substitute (continued)

<u>Name</u>	<u>Assignment</u>	<u>Fund/Grant</u>	<u>Effective</u>	<u>Amount</u>
Peter Perez Jr.	Ground Technician	General	07/20/23 – 06/30/24	\$15.68/hr.
Mia Pimentel	Assistant Coach - Volleyball	General	07/01/23 - 07/31/23	\$22.00/hr.
Melissa Reeve	Guided Pathways	Guided Pathways	07/01/23 – 08/31/23	\$69.05/hr.
Elizabeth Roark	Asst Coach - Women's Basketball	General	07/01/23 - 06/30/24	\$22.00/hr.
Ann Talamantes- Ristow	Asst Coach - Women's Basketball	General	07/01/23 - 06/30/24	\$22.00/hr.
Rebecca Tili	Student Services Generalist	SEA	07/01/23 - 06/30/24	\$18.91/hr.
Nick Turney	Rising Scholars Faculty Coordinator	Rising Scholars	07/01/23 - 07/31/23	\$2,075.00 (lump sum)
Amanda Vicario	Student Services Generalist	SEA	07/01/23 - 06/30/24	\$18.91/hr.

RENEWAL OF FACULTY CONTRACTS

The following faculty have completed their **first contract year** and are recommended for a second contract pursuant to Education Code Section 87608:

<u>Name</u>	<u>School/Division</u>	<u>Hire Date</u>
Erika Black	Counseling	08/04/2022
Kelvin Cheah	Counseling	08/04/2022
Toni Coleman	School of Applied Technology & Business	08/11/2022
Kimberly Coulter	Counseling	08/04/2022
Maria Isip-Bautista	School of Social and Behavioral Sciences	08/11/2022
Jessica Kuo	School of Mathematics and Science	08/11/2022
Rita Marcon	School of Mathematics and Science	08/11/2022
Amanda Morrison	School of Social and Behavioral Sciences	08/11/2022
Maura Rabbette	School of Mathematics and Science	08/11/2022
Matthew Schweitzer	School of Mathematics and Science	08/11/2022
Commodore St. Germaine	School of Mathematics and Science	08/11/2022

The following faculty have completed their **second contract year** and are recommended for a third contract pursuant to Education Code Section 87609.

<u>Name</u>	<u>School/Division</u>	<u>Hire Date</u>
Wanda Butters	School of Health Sciences	08/12/2021

The following faculty have completed their **fourth year** within their third contract and are recommended for tenure:

<u>Name</u>	<u>School/Division</u>	<u>Hire Date</u>
Kristina Ferrebee	School of Mathematics & Science	08/08/2019
Rachel Purdie	School of Social & Behavioral Sciences	08/08/2019

Volunteer Assignment

Name

Assignment

Effective

Amber Smith

Biology Lab Technician

07/01/23-06/30/24

AGENDA ITEM 11.(c)
MEETING DATE July 19, 2023

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

TO: Members of the Governing Board

SUBJECT: WARRANTS – June 2023

REQUESTED ACTION:

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

SUMMARY:

6/2/2023	AP Vendor Payments	11120075 - 11120145	\$266,292.42
6/2/2023	CP Vendor Payments	11120146	\$1,107.00
6/2/2023	QD Vendor Payments	11120147 - 11120149	\$21,042.67
6/2/2023	QE Vendor Payments	11120150 - 11120151	\$105,453.73
6/8/2023	AP Vendor Payments	11120152 - 11120248	\$398,154.68
6/8/2023	CP Vendor Payments	11120249 - 11120254	\$50,050.57
6/8/2023	QD Vendor Payments	11120255 - 11120256	\$25,600.00
6/8/2023	QE Vendor Payments	11120257	\$363,458.26
6/15/2023	AP Vendor Payments	11120258 - 11120339	\$198,503.47

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

July 7, 2023

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

July 19, 2023

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

AGENDA ITEM 11.(c)
MEETING DATE July 19, 2023

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

TO: Members of the Governing Board

SUBJECT: WARRANTS – JUNE 2023

REQUESTED ACTION:

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

SUMMARY:

6/15/2023	CP Vendor Payments	11120340 - 11120342	\$16,197.00
6/15/2023	QC Vendor Payments	11120343	\$8,625.00
6/15/2023	QD Vendor Payments	11120344 - 11120347	\$239,296.39
6/15/2023	QE Vendor Payments	11120348 - 11120351	\$14,559.69
6/22/2023	AP Vendor Payments	11120352 - 11120409	\$308,102.40
6/22/2023	CP Vendor Payments	11120410	\$50.00
6/22/2023	QC Vendor Payments	11120411	\$495.20
6/22/2023	QD Vendor Payments	11120412	\$1,056,918.59
6/22/2023	QE Vendor Payments	11120413 - 11120414	\$303,474.03
6/27/2023	AP Vendor Payments	11120415 - 11120501	\$882,535.59
6/27/2023	CP Vendor Payments	11120502 - 11120503	\$1,065.00
6/27/2023	QD Vendor Payments	11120504	\$1,013.90
Total Vendor Payments			\$4,261,995.59

Bank Code Glossary:

AP – General Fund account (Unrestricted and Restricted Funds)
CP – Capital Projects Fund account (Fund 41)
QC – Measure Q Series C account (Fund 42, Series C)
QD – Measure Q Series D account (Fund 42, Series D)
QE – Measure Q Series E account (Fund 42, Series E)

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

TO: MEMBERS OF THE GOVERNING BOARD

**SUBJECT: FINANCE & ADMINISTRATION CONSENT AGENDA –
PERSONAL SERVICES AGREEMENTS & CONTRACT
RENEWALS UNDER \$50,000**

REQUESTED ACTION:

<input type="checkbox"/> Information	OR	<input checked="" type="checkbox"/> Approval
<input checked="" type="checkbox"/> Consent	OR	<input type="checkbox"/> Non-Consent

PERSONAL SERVICES AGREEMENTS

**Student Services
Lisa Neeley, Vice President**

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Alpha Media (KUIC)	Vendor to provide promotional package which includes commercials, streaming ads, and promo announcements for Falcon Welcome Day (8/9); radio station will be on site with DJ, advertising on social media with photos. Event to be funded through Guided Pathways.	08/02/23 – 08/09/23	Not to Exceed \$2,450.00
Tabitha Conaway	Consultant to provide keynote address at the Equity Fest held at the Main Campus on May 5, 2023.	05/05/2023	Not to Exceed \$750.00
Emilee Jauregui	Consultant to provide photography services at the Equity Fest held at the Main Campus on May 5, 2023.	05/05/2023	Not to Exceed \$150.00
Kickoff Event Catering	Vendor to provide catering for Summer Bridge BBQ on August 5, 2023 / serving an estimate of 100 students/family members.	08/05/2023	Not to Exceed \$2,500.00
Mayra Valdez	Caterer board approved on 5/17/2023 to provide catering for the Latino Recognition ceremony for Latino SCC graduates Held on May 19, 2023 at the rate of \$2,250. Due to additional attendees, the rate was adjusted to a total of \$3,000.	05/19/2023	Not to Exceed \$3,000.00
Denise Noldon	Consultant will review and update the 5000 Board Policies and Procedures series.	07/01/23 – 12/31/23	Not to Exceed \$5,000.00

Academic Affairs
David Williams, Vice President

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Christian Alvarez	Revision to existing PSA approved by the governing board on 12/21/2022. Consultant to provide costume design (including labor and materials) for Spring theater 2023 production of Priscilla, Queen of the Desert: Design & Labor - \$4,000; Materials – not to exceed \$5,000.	01/13/23 - 05/31/23	Not to Exceed \$9,000.00

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

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Brian Bedford	Revision to existing PSA approved by the governing board on 01/18/23 Contractor to provide additional session utilized for department meeting on 6/21/23. Amount not to exceed \$17,500.	01/13/23 – 06/30/23	Not to Exceed \$17,500
Brian Bedford	Vendor to provide facilitation of workshops and school meeting to advance DEI goals of the college; provide strategies to advance DEI goals; introduce the concept of “PRESS” to implement strategies for success	07/01/23 – 06/30/24	Not to Exceed \$20,000

Finance and Administration
Susan Wheat, Vice President

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Triumph Protection Group	Vendor to provide additional security for on campus events throughout the year.	07/01/23 – 06/30/24	Not to Exceed \$10,000.00

CONTRACT SERVICES AGREEMENTS / RENEWALS

<u>Vendor Name</u>	<u>Description</u>	<u>Effective</u>	<u>Amount</u>
James Thomas Media	Vendor to provide Graduation 2023 media activities to include sound, live streaming, video wall, photography & distribution, recording & technology, secondary internet network, equipment rental, and setup/strike down.	05/22/23-05/25/23	Not to Exceed \$36,050.00
Modern Campus	Vendor to provide Omni CMS - SaaS software licenses for up to 50 users with 50 users. The total cost includes subscription licenses and technical support	07/01/23 – 06/30/24	Not to Exceed \$29,000.00
Remind 101	Renewal for Remind Base Plan which includes SIS Sync, LMS Integrations, Advanced Messaging, Grade Level Messaging, and Enhanced Data Dashboard	07/01/23 – 06/30/24	Not to Exceed \$35,800.00

<u>Vendor Name</u>	<u>Description</u>	<u>Effective</u>	<u>Amount</u>
Super Star Status Entertainment	Vendor to provide DJ services at the Summer Bridge BBQ on August 5, 2023 for 4 hours from 11am-3pm	08/05/2023	Not to Exceed \$550.00
DigiCert	Vendor to provide Certificate Subscription Services and Support which will include seat-based services and support	07/01/23 – 06/30/24	Not to Exceed \$9,595.00

Susan Wheet
Vice President,
Finance & Administration

July 7, 2023
Date Submitted

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

July 19, 2023
Date Approved

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

TO: MEMBERS OF THE GOVERNING BOARD

SUBJECT: DISPOSITION, TRANSFER OR TRADE-IN OF CAMPUS EQUIPMENT

REQUESTED ACTION:

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

In compliance with the 81000 series of the California Education Code for appropriate disposition methods and/or restrictions, staff is requesting approval of authorizing the disposal the equipment identified below which are unsatisfactory for retention and no longer suitable for school use.

SUMMARY:

<u>Asset Number</u>	<u>Description</u>	<u>Location</u>	<u>Original Value</u>
4C00109793	High Pressure Washer	Fairfield	Unknown
032468 / 068261 / 154KC00194	Pro Form Vacuums	Fairfield	Unknown
25070002	Carpet Cleaner	Fairfield	Unknown
0710011015 / 2397	Low Speed Floor Scrubbers	Fairfield	Unknown
27206	High Speed Floor Scrubbers	Fairfield	Unknown

Acceptance of this disposal is recommended at this time.

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>Board Policy: 3350</i>	<i>Estimated Fiscal Impact: N/A</i>
SUPERINTENDENT'S RECOMMENDATION:	<input checked="" type="checkbox"/> APPROVAL <input type="checkbox"/> NOT REQUIRED	<input type="checkbox"/> DISAPPROVAL <input type="checkbox"/> TABLE

Susan Wheet
Vice President,
Finance & Administration

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

July 8, 2023

Date Submitted

July 19, 2023

Date Approved

SOLANO COMMUNITY COLLEGE DISTRICT

Disposition, Transfer or Trade-In of College Equipment

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

- ☐ Returned to vendor (attach to yellow copy of approved form)
☐ Lost or stolen (attach copy of theft report form)
☐ To be sold as surplus
☒ To be destroyed or broken up for parts
☐ Trade-in or sale in lieu of trade-in list P.O. number and vendor

Transfer to (location) _____

Bldg No. 1900 Room No. 1901

Comment _____

Asset No.	Description	For Surplus Items Only	
		Building No.	Room No.
4000109793	High Pressure		
032468	Pro Form Vac		
068261	" "		
1531 Ke 00194	" "		
25070002	Carpet Clean		
23169	Low Speed		
0710011015	Low Speed		
2397	Low Speed		
27206	High Speed		

Action Performed by Keith Willmucke Date 6-23-2023

Division or Organizational Unit _____

Approved by Jason Yi
Unit Manager or Division Dean

Distribution :

Original to District Director of Facilities
Duplicate for your files

For District Facilities Office Use

For Surplus Items:

Board authorization to sell _____

Invoice/receipt number and date _____

Fixed Asset - 02
8.00

SOLANO COMMUNITY COLLEGE DISTRICT

Disposition, Transfer or Trade-In of College Equipment

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

- ☐ Returned to vendor (attach to yellow copy of approved form)
☐ Lost or stolen (attach copy of theft report form)
☐ To be sold as surplus
☒ To be destroyed or broken up for parts
☐ Trade-in or sale in lieu of trade-in list P.O. number and vendor

Transfer to (location)

Bldg No. 1900 Room No. 1901

Comment _____

Asset No.	Description	For Surplus Items Only	
		Building No.	Room No.
2707	High speed		
28437	Gum machine		
29936	High speed		
21303	Low speed		
PF 2008	Tornado Vacuum		
	Power-Flite High Performance		
	Tornado High Speed		

Action Performed by Keith Willmela Date 6/23/2023

Division or Organizational Unit _____

Approved by Jason Yi
Unit Manager or Division Dean

Distribution :

Original to District Director of Facilities
Duplicate for your files

For District Facilities Office Use

For Surplus Items:

Board authorization to sell _____

Invoice/receipt number and date _____

Fixed Asset - 02
8.00

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

TO: Members of the Governing Board

**SUBJECT: NEW CLASSIFIED MANAGER JOB DESCRIPTION: CTE
GRANTS AND RESOURCES DEVELOPMENT
DIRECTOR**

REQUESTED ACTION:

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

SUMMARY:

The following job description is presented for Governing Board approval. The CTE Grant and Resource Development Director, under the general direction and supervision of the assigned manager, provides administrative oversight and supervision for all activities related to the planning, development, and implementation of the Strong Workforce Programs (SWP) and other Career and Technical Education (CTE) grants, special projects, and initiatives. This position will be placed on the Manager salary schedule at a range 38 and will be funded from the Strong Workforce Program funding.

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: 88009

Board Policy: 4010, 4720

*Estimated Fiscal Impact: \$77,959.81 Plus
Benefits Yearly*

SUPERINTENDENT'S RECOMMENDATION:

☒ APPROVAL ☐ DISAPPROVAL
☐ NOT REQUIRED ☐ TABLE

Salvatore Abbate
Human Resources

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7281

TELEPHONE NUMBER

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

VICE PRESIDENT APPROVAL

July 7, 2023

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

July 19, 2023

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

SOLANO COMMUNITY COLLEGE DISTRICT CLASS SPECIFICATIONS

CLASS TITLE: CTE Grants and Resources Development Director (Classified Manager)

Description:

Under the general direction and supervision of the assigned manager, the CTE Grant and Resource Development Director provides administrative oversight and supervision for all activities related to the planning, development, and implementation of the Strong Workforce Programs (SWP) and other Career and Technical Education (CTE) grants, special projects, and initiatives. The Director functions as the primary contact with all CTE related departments, programs, faculty, and staff with regard to grant project planning, applications, implementation, administration and management.

This position will be funded by the Strong Workforce Program (SWP).

REPRESENTATIVE DUTIES:

Essential duties and responsibilities include the following. Other job-related duties may be assigned.

- Develop and manage the Strong Workforce Program budget and other CTE grant funding in accordance with District and State policies, procedures, and regulations; plan, report, and evaluate performance-based outcomes tied to State funding.
- Develop and maintain grant and resource development annual calendar with all required deadlines and notable dates.
- Serve as initial contact for faculty-driven resource development grants, as needed.
- Prepare, monitor, and track annual budget for SWP and other relevant CTE grants, e.g., Perkins, etc.
- Lead in the promotion and communication of grant and resource development opportunities and outcomes.
- Liaise and collaborate with Fiscal Services on relevant grant deadlines, compliance requirements, and financial reporting.
- Identify, secure, and oversee strategic grants to support career and technical education instructional pathways, including the development and implementation of activities, processes, and procedures that integrate multiple agency requirements.
- Work with external agencies to foster community relationships and guide opportunities with community-based organizations, area high schools, business and industry, and the public sector to promote career and technical education instructional offerings, especially for first generation, historically under-represented students.
- Assist in maintaining a fair and open work environment in accordance with the College's commitment to teamwork, mutual trust, and respect.
- Participate and connect with local, regional and statewide workforce partners.
- Perform other duties as required.

Minimum Qualifications:

- Bachelor's degree from a regionally accredited institution in Finance, Accounting, or a Business-related field.

AND

- Knowledge of effectively working with diverse populations including evidence and understanding of equity, responsiveness, and sensitivity to the diverse academic, socioeconomic, cultural, ability/disability, gender identity, sexual orientation, and ethnic backgrounds of students.

KNOWLEDGE OF:

- Career and Technical Education regulations and practices to prepare diverse students for college and career entry/advancement.
- Community College grants including development of work plans, collaboration with funding agencies, monitoring, compliance, and reporting.
- Grant proposals, budgets, and contracts
- Outreach and promotional techniques
- Community and industry workforce trends and employer needs
- Budget preparation and resource allocation.

ABILITY TO:

- Oversee, plan, organize and implement complex work projects.
- Demonstrated ability to work under pressure and make sound decisions in a timely manner.
- Demonstrate cultural competency and sensitivity to, and respect for, a diverse population.
- Demonstrate ability in identifying problems and to take initiative in carrying through the required actions to completion.
- Communicate complex facts and ideas both in writing and orally.
- Interpret, apply, and explain rules, regulations, policies, and procedures.
- Establish and maintain cooperative and effective working relationships with others.
- Analyze situations accurately and adopt an effective course of action.
- Work effectively with faculty, staff, and administrators.

PHYSICAL DEMANDS: The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties outlined in this classification, the employee in this classification is regularly required to sit for long periods of time, use hands and fingers to operate an electronic keyboard or other office machines, reach with hands and arms, stoop or kneel or crouch to file. The employee in this classification may be required to conduct work at other campus locations.

The employee assigned to this classification must regularly lift, carry and/or move objects weighing up to 10 pounds.

WORK ENVIRONMENT: The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The work assigned to this classification is typically performed in an administrative office environment. Some travel to/from the centers and main campus may be required. While performing the duties of this classification, the employee regularly works at a computer for long periods of time and is regularly exposed to interruptions and the hazards of working with video display terminals. Hours may include evenings and weekends.

Board Approved:

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

TO: Members of the Governing Board

**SUBJECT: RESOLUTION NUMBER 22/23-37 TO EXPAND
LABORATORY TECHNICIAN SERVICES**

REQUESTED ACTION:

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

SUMMARY:

The following resolution (22/23-37) is being presented to the governing board for approval. This resolution will expand the Laboratory Technician services that were previously reduced.

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: 88001, 88014, 88015, 88017, 88117, & 88127
Estimated Fiscal Impact: \$14,979.87 Plus Benefits Yearly

Board Policy: 4002

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

Salvatore Abbate
Human Resources

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7281

TELEPHONE NUMBER

VICE PRESIDENT APPROVAL

July 7, 2023

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

July 19, 2023

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

**BEFORE THE BOARD OF TRUSTEES OF THE
SOLANO COMMUNITY COLLEGE DISTRICT
July 19, 2023**

Resolution No. 22/23 - 37

WHEREAS, Education Code sections 88001, 88014, 88015, 88017, 88117, and 88127 authorize the District to layoff classified employees for lack of work and/or lack of funds; and

WHEREAS, due to a bona fide lack of funds and/or lack of work and in the best interest of the district, the Board of Trustees adopted Resolution No. 19/20-19 on May 6, 2020, eliminating certain services then being provided by the District and directing the Superintendent/President to provide notice to impacted employees;

WHEREAS, the District has since determined that sufficient work exists to expand the Laboratory Technician services that were previously reduced; and

NOW, THEREFORE, BE IT RESOLVED that the District shall establish the following classified positions:

Chemistry Laboratory Technician	12-month / 1.0 FTE
Biotechnology Laboratory Technician	12-month / 1.0 FTE

BE IT FURTHER RESOLVED that the Superintendent/President is directed to take all necessary actions to establish and fill the above positions, including the provision of appropriate notice to any employee(s) eligible for reemployment in the above positions in accordance with the provisions of the California Education Code, and to afford any such employee(s) all rights to which they may be entitled under the law and terms of the applicable Collective Bargaining Agreement.

BE IT FURTHER RESOLVED that the Superintendent/President is authorized and directed to take any other actions necessary to effectuate the intent of this resolution.

The foregoing Resolution was passed and adopted at a regular meeting of the Board of Trustees on July 19, 2023, by the following vote:

AYES:
NOES:
ABSENT:

Board of Trustees of the Solano Community
College District

By _____
Secretary of the Governing Board

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

TO: Members of the Governing Board

**SUBJECT: MEMORANDUM OF UNDERSTANDING WITH SOLANO
COUNTY OFFICE OF EDUCATION TO SUPPLY PRINT
SHOP AND COURIER SERVICES**

REQUESTED ACTION:

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

SUMMARY: The Board is being asked to approve a one-year agreement with Solano County Office of Education. They will provide courier services and oversee the duplicating activities for Solano Community College. The cost for the 2023-2024 fiscal year is \$96,150.00.

The Services will include:

- Oversee production of the duplicating centers at the main campus and off-site locations
- Courier services to the Vacaville, Fairfield, and Vallejo campus

Attached is a copy of the Scope of Work.

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: \$96,150.00</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

July 7, 2023

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

July 19, 2023

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

**SERVICES AGREEMENT BETWEEN
SOLANO COUNTY OFFICE OF EDUCATION AND
SOLANO COMMUNITY COLLEGE**

This Services Agreement ("Agreement") is entered into on July 1, 2023 "Effective Date" by and between the Solano County Office of Education ("County Office") and Solano Community College ("College") to establish a program of collaboration in areas of interest and benefit of both the County Office and College in the area of duplicating and courier services. The County Office and College are referred to herein collectively as "Parties" and individually as "Party."

RECITALS

WHEREAS, California Government Code section 6502 provide that two or more public agencies may, by agreement, jointly exercise any power common to the contracting Parties.

WHEREAS, in an effort to consolidate, standardize and economize duplicating and courier services the County Office has been asked to facilitate the efficient and effective delivery of duplicating and courier services between the County Office and the College.

WHEREAS, the College is interested in collaborating with the County Office pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:

**ARTICLE I
SCOPE**

1.1 Objectives of the services agreement:

- (a) The objectives of the services agreement include the following:
 - (1) Collaborate to provide services for the operation of duplicating and courier services required by the County Office and College.
 - (2) Consolidate duplicating services operations in order to increase efficiency and decrease costs for each party.
 - (3) Apply industry standards to help automate all printing that takes place on each party's sites including work to standardize the site copiers to save costs and increase service support.
 - (4) COUNTY OFFICE to provide daily courier services to the Vacaville, Fairfield and Vallejo College campuses as well as to the County Office.
- (b) Shared Expenses. The College, as part of the services agreement, agrees to share in the expenses necessary for COUNTY OFFICE to provide the oversight, direction and coordination of the duplicating services and courier services that the College chooses for COUNTY OFFICE to implement pursuant to Exhibit "A." The detailed cost sharing provisions shall be agreed to between the County Office and College in Exhibit "A" Services Specifications.

1.2 County Office Commitments:

- (a) The County Office shall act as the lead agency for providing duplicating and courier services.
- (b) The County Office is responsible for the oversight of operation of the duplicating services for the College and County Offices, including planning, organizing, coordinating, and overseeing the duplicating activities for the main campus and off-site locations. The County Office will direct the workload of College employees and/or student interns assigned to the College duplicating services department but will not supervise and evaluate these individuals.
- (c) The County Office will establish work priorities, schedules and standards of quality for printed, duplicated and graphic arts materials, train and direct the workload of assigned personnel.
- (d) The County Office will monitor, evaluate, and recommend the purchase or replacement of equipment and will coordinate the maintenance of equipment within the guidelines mutually established by COUNTY OFFICE and the College.
- (e) The County Office will facilitate discussion regarding best practices for duplicating and courier services.

1.3 College Commitments:

- (a) The College agrees to actively participate in and contribute to meetings to further the purposes and objectives of this service agreement.
- (b) The College's Vice President of Finance & Administration or as assigned by the Superintendent/President, agrees to work with the County Office to enforce policies and procedures necessary to ensure timely and efficient duplicating and courier services.
- (c) College management will supervise and evaluate any College classified employees assigned to the College duplicating services department.
- (c) The College agrees to collaborate in the implementation and training associated with duplicating and courier services provided by the County Office pursuant to Exhibit "A".
- (e) Financial Contributions. The College agrees to make financial contributions to County Office as detailed in Exhibit "A".

**ARTICLE II
TERM AND TERMINATION**

2.1 Term:

The term of this Agreement shall commence on July 1, 2023, and shall continue for a period of one (1) year from said date, with four (4) one-year terms, hereafter with the provision that either party upon not less than ninety (90) days written notice to the other may terminate this Agreement at any time. Immediately following the initial term, the Superintendent/President, with the Governing Board approval, may extend the term of the Agreement.

2.2 Termination:

- (a) For Convenience. The County Office, in reliance on the College's participation in this agreement, is entering into financial commitments with COUNTY OFFICE personnel in reliance on the College's participation. As such, the College may not terminate this Agreement during the period specified in Exhibit "A" ("Initial Term"). After the Initial Term, the College may terminate this Agreement by providing at least a ninety (90) calendar days' notice of such termination prior to the beginning of the next fiscal year, unless a different termination provision is agreed to in Exhibit "A."
- (b) For Default. Either Party may terminate this Agreement upon giving of written notice of intention to terminate for material violation of this Agreement by the other Party. Written notice shall contain the reason for such intention to terminate and, unless within ninety (90) calendar days after service of such notice, the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall, upon the expiration of the sixty (60) calendar days, cease and terminate. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to the Parties. Written notice shall be deemed given when received by the other Party or no later than three days after the day of mailing, whichever is sooner.

ARTICLE III FINANCIAL COMMITMENTS

3.1 College Financial Commitments:

The College shall make the financial contributions as specified in Exhibit "A." All payments required in Exhibit "A" shall be paid to the County Office within thirty (30) calendar days from the College's receipt of such invoices from the County Office.

ARTICLE IV INDEMNIFICATION

4.1 Indemnity:

No Party, nor any of its officers, agents, volunteers, contractors, or employees shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of another Party under or in connection with any obligation delegated to the Parties under this Agreement. Each Party shall indemnify, defend and hold harmless the other Party, its officers, agents, volunteers, contractors, and employees from any and all liability, loss, expense (including reasonable attorneys' fees and other defense costs), or claims imposed for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage occurring by reason of any acts or omissions on the part of the Party's own officers, agents, contractors, or employees under or in connection with any obligation delegated to such Party under this Agreement. This indemnity shall survive termination of this Agreement.

ARTICLE V DISPUTE RESOLUTION

5.1 Mediation:

Disputes between the Parties hereto concerning the meaning, requirements or performance of this Agreement shall be negotiated in good faith between the Parties. In the event of disputes that cannot be resolved through negotiation, the Parties agree to engage in mediation. The Parties requesting mediation

shall request a list of three mediators from the Judicial Arbitrator Group ("JAG") in Sacramento, California. Each Party, beginning with the Party requesting mediation, will strike one name from the list until one name remains, which shall be the mediator. The mediator shall conduct such proceedings as he or she deems appropriate to resolve the dispute. The fees and expenses of the mediator shall be divided equally between the Parties, provided each Party shall be responsible for their own costs, including the costs of counsel related to the mediation.

ARTICLE VI NOTICES

6.1 Notices:

All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed to have been received forty-eight (48) hours after deposit in the United States mail in a registered or certified form with postage fully prepaid or by express mail with delivery confirmation to the addresses provided below. The Parties may designate different addresses to which subsequent notices, certificates or other communications will be sent by written notice to the other Party.

COUNTY OFFICE

Deputy Superintendent, Admin. Serv. & Op.
5100 Business Center Drive
Fairfield, CA 94534-1658
Telephone: (707) 399-4405

COLLEGE

Vice President, Finance & Admin.
4000 Suisun Valley Road
Fairfield, Ca 94534-3197
Telephone: (707) 864-7209

ARTICLE VII GENERAL TERMS AND CONDITIONS

7.1 Assignment:

No Party shall assign this Agreement or any right or privilege any Party might have under this Agreement without the prior mutual written consent of all Parties hereto, which consent shall not be unreasonably withheld, provided that the assignee agrees in a written notice to all Parties to carry out and observe each applicable Party's agreements hereunder.

7.3 Time of the Essence:

Time is of the essence with respect to each of the terms, covenants, and conditions of this Agreement.

7.4 Severability:

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

7.5 Entire Agreement, Waivers and Amendments:

This Agreement incorporates all of the terms and conditions mentioned herein, or incidental hereto, and supersedes all negotiations and previous agreements between the Parties with respect to all or part of the subject matter thereof. All waivers of the provisions of this Agreement must be in writing and

signed by the appropriate authorities of the Party to be charged. Any amendment or modification to this Agreement must be in writing and executed by all of the Parties hereto.

7.6 Exhibits:

All exhibits and attachments to which reference is made are deemed incorporated in this Agreement, whether or not actually attached.

7.7 Interpretation: Governing Law:

This Agreement shall be construed according to its fair meaning and as if prepared by both Parties hereto. This Agreement shall be construed in accordance with the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Solano County, California, and the Parties waive any provision of law providing for a change of venue to another location.

7.8 Authority:

The person(s) executing this Agreement on behalf of the Parties hereto warrant that (i) such Party is duly organized and existing; (ii) they are duly authorized to execute and deliver this Agreement on behalf of said Party; (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement; and (iv) the entering into this Agreement does not violate any provision of any other agreement to which said Party is bound.

7.9 Execution in Counterpart:

This Agreement may be executed in several counterparts, and all so executed shall constitute one agreement binding on all Parties hereto, notwithstanding that all parties are not signatories to the original or the same counterpart.

7.10 Effect of Recitals:

The Recitals and Exhibit(s) herein are deemed true and correct, are hereby incorporated into this Section as though fully set forth herein, and the Parties acknowledge and agree that they are each bound by the same.

7.11 Conflicts of Interest:

No director, officer, official, representative, agent or employee of any Party shall have any financial interest, direct or indirect, in this Agreement.

7.12 Rights and Remedies are Cumulative:

Except as may be otherwise expressly stated in this Agreement, the rights and remedies of the Parties are cumulative, and the exercise by any Party of one or more of its right or remedies shall not preclude the exercise by it, at the same time or at different times, of any other rights or remedies for the same default or any other default by another Party or Parties.

7.13 Provisions Required by Law Deemed Inserted:

Each and every provision of law and clause required by law to be inserted in this Agreement shall

be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of any Party the Agreement shall forthwith be physically amended to make such insertion or correction.

7.14 Cooperation:

The Parties acknowledge that it may be necessary to execute documents other than those specifically referred to herein in order to complete the objectives and requirements that are set out in this Agreement. The Parties hereby agree to cooperate with each other by executing such other documents or taking such other actions as may be reasonably necessary to complete the objectives and requirements set forth herein in accordance with the intent of the Parties as evidenced in this Agreement.

7.15 Ambiguities Not to be Construed Against Drafting Party:

The doctrine that any ambiguity contained in a contract shall be construed against the party whose counsel has drafted the contract is expressly waived by each of the Parties hereto with respect to this Agreement.

7.16 Order of Precedence:

In the event of any inconsistency between the articles, attachments, exhibits, specifications, or provisions which constitute this Agreement, the following order of precedence shall apply:

- (a) This Agreement;
- (b) Exhibits to this Agreement; and
- (c) All other attachments incorporated in this AGREEMENT by reference.

7.17 Nonliability of Officials:

No officer, member, employee, agent, or representative of the Parties shall be personally liable for any amounts due hereunder, and no judgment or execution thereon entered in any action hereon, shall be personally enforced against any such officer, official, member, employee, agent, or representative.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement as of the date first set forth above.

SOLANO COUNTY OFFICE OF EDUCATION

Signed:  Digitally signed by Michelle Henson
Date: 2023.06.23 10:35:09 -07'00'

Its: Deputy Superintendent,
Administrative Services and Operations

SOLANO COMMUNITY COLLEGE

Signed:  Susan Wheet

Its: VP of Finance & Administration 06/21/23

Pending final approval of SCC Governing Board on 7/19/2023

Exhibit "A"
Services Specifications
2023-24

This Exhibit "A" incorporates by reference the terms and conditions of the Services Agreement dated July 1, 2023, between Solano County Office of Education (County Office) and Solano Community College (College), for duplicating and courier services, as if fully set out herein, for the following:

1. Duplicating and Courier Services
2. Scope of Services:
 - (A) County Office to provide duplicating and courier services to the College
3. Term. The term of this Agreement shall commence on July 1, 2023, and shall continue for a period of one (1) year from said date, with four (4) one-year terms, hereafter with the provision that either party upon not less than ninety (90) days written notice to the other may terminate this Agreement at any time. Immediately following the initial term, the Superintendent/President, with the Governing Board approval, may extend the term of the Agreement.
4. Contributions of each Party:
 - (A) The County Office shall provide the following contribution:
 - (1) Management services to plan, organize, coordinate, and participate in day- to-day duplicating activities to assure that campus departments and off-site locations are provided materials in a timely manner. Sixty (60%) percent of a COUNTY OFFICE manager will provide these services.
 - (2) Review incoming work requests and assign to personnel as appropriate; establish schedules, priorities, and timelines; revise schedules to accommodate rush projects, equipment malfunctions and unexpected absences of personnel; train and direct the work of the assigned College personnel.
 - a) Assign work to County Office duplicating services as needed to meet deadlines.
 - b) The County Office and College will mutually agree to the rates that will be charged for County Office duplicating services. Rates will be set prior to start of this agreement. Any modifications will be mutually agreed upon thirty (30) days prior to the start of a new fiscal year.
 - (3) Assist in development and monitoring of the duplicating department's budget; approve expenditures in accordance with budget limitations and established fiscal policies; prepare and maintain the departmental records, reports and statistics related to personnel, budget, production, supply inventories and equipment maintenance.
 - (5) Provide for preventive maintenance on departmental equipment; adjust and make minor repairs as needed; research, assess and recommend the purchase or

replacement of equipment.

- (5) Daily courier services to the Vacaville, Fairfield, and Vallejo College campuses on days of operation.

(B) The College shall provide the following financial contribution:

- (1) Reimbursement for sixty (60%) percent of COUNTY OFFICE classified manager.
- (2) Reimbursement for daily courier services to Vacaville, Fairfield, and Vallejo College campuses on days of operation (4 hours on each Tuesday and Thursday).
- (3) The total estimated cost of financial contribution for the 2023-24 fiscal year is estimated at \$ in Exhibit "B" and shall be provided annually each June.
- (4) The above financial contribution does not include reimbursement for any printing services provided by the COUNTY OFFICE duplicating services.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representative to execute this Exhibit "A" as of the date first set forth above.

SOLANO COUNTY OFFICE OF EDUCATION

By:  Digitally signed by Michelle Henson
Date: 2023.06.23 10:35:34 -07'00'

Deputy Superintendent,
Title: Administrative Services and Operations

SOLANO COMMUNITY COLLEGE

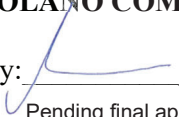
By:  Susan Wheet Title: VP of Finance & Administration 06/21/2023
Pending final approval of SCC Governing Board on 7/19/2023

Exhibit “B”
Projected Budget
2023-24

SOLANO COUNTY OFFICE OF EDUCATION

23/24 PROJECTED COSTS FOR SOLANO COMMUNITY COLLEGE PRINT SHOP

Print Shop Manager - 60% - salary and benefits	\$	82,100
Driver - 2 days/week - salary and benefits		14,050
Total	\$	96,150

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

TO: Members of the Governing Board

**SUBJECT: MEMORANDUM OF UNDERSTANDING WITH THE
DIXON POLICE DEPARTMENT TO USE THE CITY'S
FIREARMS TRAINING CENTER**

REQUESTED ACTION:

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

SUMMARY: The Board is being asked to approve a one-year agreement with the Dixon Police Department to use the city's Firearms Training Center (FTC) to provide the Solano Community College's Public Safety Office staff with access to classrooms and target ranges to assist with recertification and firearm safety. The cost for the 2023-2024 fiscal year is \$0.00.

Attached is a copy of the Memorandum of Understanding.

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: \$0.00</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

July 7, 2023

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

July 19, 2023

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE DIXON POLICE DEPARTMENT AND CONTRACTING AGENCY

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into by and between the City of Dixon Police Department (Dixon Police Department) ("City") and CONTRACTING AGENCY ("Contracting Agency"), collectively referred hereinafter as the "Parties." The Department or Party contracting with the City shall hereinafter be identified by CONTRACTING AGENCY or as the "Contracting Agency".

1. PURPOSE:

This Agreement is intended to provide the terms upon which the Contracting Agency may use the City's Firearms Training Center ("FTC") located at 6915 Pedrick Road, Dixon California. The FTC is described as a modular classroom and adjoining pistol and rifle target range, with concrete shooting lanes for pistol shooting from 3 to 25 yards, and a rifle range at 50 yards.

The FTC may be used by the Contracting Agency in accordance with the terms as set forth in this MOU for Law Enforcement training purposes only. The Contracting Agency is contracting with the City for use of the FTC for the purpose of the Contracting Agency to provide firearms qualifications, practice, or training for the personnel of the Contracting Agency. It is understood and agreed by the Parties that the City shall provide no training or supervision at the Facility during the Contracting Agency's exclusive or individual use periods. The City may provide, upon request by the Contracting Agency's designee, Supervisor, or Coordinator, assistance in familiarizing the Agency with the operations of facilities, equipment, and other infrastructure necessary to facilitate the Contracting Agency's use under the terms of this Agreement.

It is understood and agreed by the Parties the Contracting Agency is a qualified law enforcement agency, or equivalent entity, such that their supervisor and/ or participants are experienced with and trained in the use of firearms and firearm safety. The City shall have no duty to train or assist the Contracting Agency with firearm safety or rifle FTC safety. It is understood and agreed by the Parties that during the exclusive use of the FTC by the Contracting Agency, there will be no City staff or agents present or provided at the FTC unless a City staff member is present performing other tasks or duties unrelated to the Contracting Agency's use of the FTC. The City is not providing any City employees, staff, or assistance, oversight, or supervision to the Contracting Agency during their use of the FTC.

The Contracting Agency's use of the City's FTC is at their own risk.

2. RESPONSIBILITIES:

DIXON POLICE DEPARTMENT RESPONSIBILITIES:

The Dixon Police Department shall make available to the Contracting Agency the FTC at such time and under such conditions as are hereinafter set forth as a courtesy to the Contracting Agency.

CONTRACTING AGENCY RESPONSIBILITIES:

The Contracting Agency shall:

A. Provide all targets, target standards, ammunition, and other materials necessary for the use of the FTC. All ammunition used on the Indoor FTC will be restricted to a round utilizing a Total Metal Jacket (TMJ) or Jacketed Hollow Point (JHP) bullet having muzzle energy not greater than 400-foot pounds.

B. Schedule, in advance, with City's representative exclusive use days for the Smallbore and High-Power FTCs, or other portions of the FTC.

C. Assume full responsibility for the safety of the entire FTC during any period of exclusive use by the Contracting Agency.

D. Be responsible for the conduct of members of the Contracting Agency while on the FTC during exclusive use periods.

E. Designate, and report to the City's Representative the name of an individual who shall act as a qualified supervisor and coordinator of all Contracting Agency's activities at the FTC. This individual shall be the person with whom the City's Representative will work in connection with day-to-day matters of FTC use, and who will be in direct charge during actual FTC use.

F. Ensure that a supervisor or coordinator and a Contracting Agency FTC Safety Officer (Rangemaster) be always present at the FTC during exclusive use by Contracting Agency. The FTC Safety Officer (Rangemaster) may also function as the supervisor or coordinator.

G. Terminate use of the FTC if any dangerous condition or safety risk is present at the facility and provide immediate electronic or verbal notice to the City, followed by written notice to the City within 24 hours detailing the danger or safety risk. The FTC Safety Officer (Rangemaster) shall be responsible for supervising safe shooting activities, monitoring and enforcing safety and FTC rules, and FTC operations during times of exclusive use.

G. Make a written report of all accidents, damage, or injury that occurs immediately or no later than 24 hours after the observance or occurrence to the City. The written report

shall provide sufficient details of the incident, including the date, time, circumstances, and nature of injury or damage, and the name of the injured party or parties, witnesses, and the Contracting Agency's Supervisor present at the time of the incident. The written report shall be submitted to the Dixon Police Department Representative in Section 5 of this Agreement.

H. Safeguard FTC access code. Contracting Agency shall be assigned a unique access code to access FTC. The access code provides limited access to FTC facilities. Access shall include entry gate access, access to approved facilities, and public spaces. The Contracting Agency shall always maintain control of the access code including providing the code only to necessary Contracting Agency supervisory personnel and maintaining a log of any employees provided use of the key. The Contracting Agency shall not provide access to the FTC to vendors or contractors for any purpose. Any access codes provided to the Contracting Agency may not be shared with unauthorized persons or entities. At the termination of this Agreement, all access codes provided to the Contracting Agency will be inactivated by the City.

I. Maintain a sign-in log for each exclusive use of the FTC. The log shall include, at a minimum, the signature and phone number of the Contracting Agency supervisor or coordinator and the FTC Safety Officer (Rangemaster), the names of all employees participating in Contracting Agency activities. The sign-in logs shall be provided to the City's Representative at least quarterly.

J. The Contracting Agency and its participants must comply with all Federal, State, and local laws.

K. All litter, trash, or debris left by the Contracting Agency shall be picked up and disposed of in appropriate receptacles provided at the FTC.

USE OF THE FTC:

A. All dates and times of use shall be determined by mutual agreement by the Contracting Agency and City representatives.

B. Use by the Contracting Agency shall not interfere with normal, customary use of the FTC by the Dixon Police Department or other Contracting Entities.

C. The only use of the FTC is for practice and training of officers, reserve officers or other permanent employees of the Contracting Agency.

D. The City of Dixon will not provide firearms, ammunition or other training supplies.

E. The rights of use under this Agreement is not extended to any member of the Contracting Agency's family or friends, unless that person is an employee of the Contracting Agency.

F. No minors may be present at the FTC at any time.

3. TERM OF AGREEMENT:

The term of this Agreement shall be indefinite and shall continue until one or more of the parties notifies the other of its intent to terminate the Agreement.

4. EFFECTIVE DATE/AUTHORITY:

This Agreement will be effective upon execution by each of the Parties. The representatives of the City and the Contracting Agency who have executed this Agreement represent that they have been granted the authority to enter into such agreement by their employing agencies and are heretofore binding to the City and the Contracting Agency.

5. ADMINISTRATION:

The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for the administration of this Agreement and for coordinating and monitoring performance under this Agreement. In the event such representatives are changed, the party making the change shall notify the other party.

5.1 The City's representative shall be Tom Cordova, Captain, Dixon Police Department, (707) 678-7000 Ext. 3119, tcordova@dixonpolice.org.

5.2 The Contracting Agency's representative shall be:

FIRST & LAST NAME

TITLE

AGENCY NAME

PHONE NUMBER

EMAIL ADDRESS

6. INDEMNIFICATION:

To the fullest extent permitted by law, the Contracting Agency agrees to indemnify, defend and hold the City and its departments, elected and appointed officials, employees, agents, and volunteers, harmless from and against any and all claims,

damages, losses, and expenses, including but not limited to court costs, attorney's fees and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which: 1) are caused in whole or in part by any act or omission, negligent or otherwise, of the Contracting Agency, its employees, agents, participants, or volunteers; or 2) are directly or indirectly arising out of, resulting from, or in connection with Contracting Agency's activity and use under this Agreement; or 3) are based upon the Contracting Agency or their participants, employees, agents, or volunteers presence upon or proximity to the property of the City. This indemnification obligation of the Contracting Agency shall not apply in the limited circumstance where the claim, damage, loss, or expense is caused by the sole negligence of the City.

This indemnification obligation shall not be limited in any way by the California State Disability Insurance provisions, or by application of any other worker's compensation act, disability benefits act, or other employee benefit act, and the Contracting Agency hereby expressly waives any immunity afforded by such acts. The foregoing indemnification obligations of the Contracting Agency are a material inducement to City to enter into this Agreement and have been mutually negotiated by the parties. The City reserves the right, but not the obligation, to participate in the defense of any claim, damages, losses, or expenses and such participation shall not constitute a waiver of the Contracting Agency's indemnity obligations under this Agreement. The Contracting Agency agrees all Contracting Agency's indemnity obligations shall survive the completion, expiration, or termination of this Agreement.

7. INSURANCE:

Each Party shall maintain its own insurance and/or self-insurance for its liabilities from damage to property and/or injuries to persons arising out of its activities associated with this Agreement as it deems reasonably appropriate and prudent. The Contracting Agency shall provide proof of liability coverage in an amount not less than \$1,000,000 and endorsement naming the City as an additional insured. The maintenance of, or lack thereof of insurance and/or self-insurance shall not limit the liability of the indemnifying party to the indemnified party. All insurance shall be per occurrence.

8. TERMINATION:

Any party hereto may terminate this Agreement upon notice in writing either personally delivered or mailed postage-prepaid by U.S. Mail to the party's last known address or sent by electronic mail to the representative of the Agency. Each of the parties hereby agrees to an electronic notification to the representative in Section 5 of this Agreement of the party's intent to terminate the Agreement.

9. CHANGES, MODIFICATIONS, AMENDMENTS, AND WAIVERS:

The Agreement may be changed, modified, amended, or waived only by a written agreement executed by the Parties hereto. Waiver of a breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.

10. SEVERABILITY:

In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications of this Agreement which can be given effect without the invalid term, condition, or application. To this end, the terms and conditions of this Agreement are declared severable.

11. ENTIRE AGREEMENT:

This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated herein by reference are attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

AUTHORIZED SIGNATURE

PRINTED NAME

CONTRACTING AGENCY NAME

DATED this _____ day of _____, 20 _____ .

Contracting Agency Has Provided Proof of Liability Coverage: _____ Yes _____ No

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

TO: Members of the Governing Board

**SUBJECT: APPROVAL OF THE COMMISSIONING AUTHORITY
SERVICES POOL OF FIRMS**

REQUESTED ACTION:

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

SUMMARY:

Board approval is requested for the pool of commissioning authority services firms as part of the District's Measure Q bond program. Building commissioning (Cx) is the process of verifying building subsystems such as mechanical, plumbing, electrical, fire/life safety, building envelopes, sustainable systems, lighting, wastewater, controls, and building security to ensure they achieve project requirements as intended by the building owner and as designed by the building architects and engineers.

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 the Districts Commissioning Authority Services Pool.

Ed. Code: NA

Board Policy: NA

Estimated Fiscal Impact: \$0 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) 863-7260

TELEPHONE NUMBER

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

VICE PRESIDENT APPROVAL

July 10, 2023

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

July 19, 2023

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: APPROVAL OF THE COMMISSIONING AUTHORITY
SERVICES POOL OF FIRMS**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

A Request for Qualifications was issued on April 26, 2023 and on May 18, 2023 the District received nine (9) Statements of Qualification in response. After a review of the submissions, the determination was made that all nine firms were responsive and qualified. The review committee recommends the following nine (9) qualified firms for the Commissioning Authority Services Pool (in alphabetical order):

- 3QC, INC.
- CBRE
- GLUMAC
- GUTTMANN & BLAEVOET
- IMEG
- INTERFACE ENG.
- NV5
- P2S INC
- SALAS O'BRIEN

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AMENDMENT #1 TO OPTIMA
INSPECTIONS INC. FOR ADDITIONAL PROJECT
INSPECTION SERVICES FOR THE EARLY LEARNING
CENTER PROJECT**

REQUESTED ACTION:

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

SUMMARY:

On October 19, 2022 the Board approved a professional services contract to Optima Inspections Inc. for Division of the State Architect (DSA) Project Inspector Services for the District's Early Learning Center Project.

Board approval is now requested for Amendment #1 to increase the original professional services fee and to extend the duration of the Agreement with Optima Inspections Inc. for additional inspection services needed for the completion of the project.

CONTINUED ON THE NEXT PAGE

STUDENT SUCCESS IMPACT:

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

Ed. Code: NA Board Policy: NA Estimated Fiscal Impact: \$8,000 Measure Q Funds

SUPERINTENDENT'S RECOMMENDATION:

☒ APPROVAL ☐ DISAPPROVAL
☐ NOT REQUIRED ☐ TABLE

Lucky Lofton
VP, Facilities & Executive Bonds Manager

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 863-7855

TELEPHONE NUMBER

Lucky Lofton
VP, Facilities & Executive Bonds Manager

VICE PRESIDENT APPROVAL

July 10, 2023

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

July 19, 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 OPTIMA
INSPECTIONS INC. FOR ADDITIONAL PROJECT
INSPECTION SERVICES FOR THE EARLY LEARNING
CENTER PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

Significant weather delays early this year have resulted in an extended construction schedule beyond the original completion date of this project. These unforeseen delays have required re-inspections and additional inspections in order to keep the project moving forward. This additional scope of work is beyond the original scope of the Consultant.

Agreement Summary:

\$ 20,000.00	Original Contract Amount
\$ 8,000.00	Proposed Amendment #1
\$ 28,000.00	New Contract Amount

The Board is asked to approve this contract Amendment #1 to Optima Inspections Inc. in an amount not to exceed \$8,000.00.

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

AMENDMENT No. 01 TO AGREEMENT

PARTIES

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

RECITALS

WHEREAS, District and Consultant entered into a Consulting Services Agreement ("Agreement"), dated October 19, 2022, for Division of the State Architect (DSA) Project Inspection Services related to the District's **Early Learning Center Project** ("Project"); and

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

AGREEMENT

1. Section 2. Term of the Agreement is amended to read:

2. Term. Consultant shall commence providing services under this Agreement on October 19, 2022 and will diligently perform as required and complete performance by October 31, 2023 unless this Agreement is terminated and/or otherwise cancelled prior to that time.

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

4. Compensation. District agrees to pay the Consultant for services satisfactorily rendered pursuant to this Agreement a total fee not-to-exceed **Twenty-Eight Thousand Dollars and 00/100 (\$28,000.00)**. This fee is a total of the October 19, 2022 Agreement in the amount of \$20,000.00 and Amendment No. 01 in the amount of \$8,000.00. District shall pay Consultant according to the following terms and conditions:

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

4.2 The itemized invoice shall reflect the hours spent by the Consultant in performing its Services pursuant to this Agreement. The Services shall be performed at the hourly billing rates included in **Exhibit "B"**.

4.3 If Consultant works at more than one site, Consultant shall invoice for each site separately.

4.4 Consultant shall only be paid for the time and effort needed to complete the actual scope of services required for this project, which may be less than the total amount noted in Section "4. Compensation". If the total amount noted is not needed to complete the scope of services, any remaining balance shall be retained by the District.

3. Except as set forth in this Amendment, all provisions of the Agreement and any previous extension(s) and/or amendment(s) thereto shall remain unchanged, in full force and effect, and are reaffirmed. This Amendment shall control over any inconsistencies between it and the Agreement and/or any previous extension(s) and/or amendment(s).
4. Consultant acknowledges and agrees that this Amendment shall not be binding on the Parties until and unless the Solano Community College District's Governing Board approves this Amendment.

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

Dated: _____, 2023

Dated: _____, 2023

**SOLANO COMMUNITY COLLEGE
DISTRICT**

OPTIMA INSPECTIONS INC.

By: _____

By: _____

Print Name: Lucky Lofton
Print Title: Vice President of Facilities
Executive Bond Manager

Print Name: _____
Print Title: _____

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: CONTRACT AMENDMENT #1 TO OPTIMA
INSPECTIONS, INC. FOR ADDITIONAL DSA
INSPECTION SERVICES FOR THE VALLEJO
AUTOTECH SECURITY ENHANCEMENT PROJECT

REQUESTED ACTION:

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

SUMMARY:

On October 19, 2022 the Board approved a professional inspection services contract to Optima Inspections Inc. Scope of services for the project include providing on site inspection of all construction, and administrative duties related to the delivery of this project through the Division of State Architect (DSA).

CONTINUED ON THE NEXT PAGE

STUDENT SUCCESS IMPACT:

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

Ed. Code: NA Board Policy: NA Estimated Fiscal Impact: \$1,800.00 Measure Q Funds

SUPERINTENDENT'S RECOMMENDATION:

☒ APPROVAL ☐ DISAPPROVAL
☐ NOT REQUIRED ☐ TABLE

Lucky Lofton
VP, Facilities & Executive Bonds Manager

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 863-7855

TELEPHONE NUMBER

Lucky Lofton
VP, Facilities & Executive Bonds Manager

VICE PRESIDENT APPROVAL

July 10, 2023

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

July 19, 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 OPTIMA
INSPECTIONS, INC. FOR ADDITIONAL DSA
INSPECTION SERVICES FOR THE VALLEJO
AUTOTECH SECURITY ENHANCEMENT PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

On October 19, 2022 the Board approved a professional inspection services contract to Optima Inspections, Inc. This project was significantly impacted by adverse weather this past winter. Given the nature of construction utilizing masonry products, the project schedule was extended until weather was suitable to comply with the manufacturer guidelines.

Board approval is requested for Amendment #1, which includes additional time extension through project closeout, and twenty (20) additional inspection hours for Optima Inspections, Inc. to complete their work.

Agreement Summary:

\$ 4,500.00	Original Contract Amount
\$ 1,800.00	Proposed Amendment #1
\$ 6,300.00	New Contract Amount

The Board is asked to approve this contract Amendment #1 to Optima Inspections, Inc. for an extension of time through December 31, 2023 and for an increase in fee by an additional \$1,800.00.

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

AMENDMENT NO. 01 TO AGREEMENT

PARTIES

This **First** Amendment to Agreement ("Amendment") is entered into between **Solano Community College District** ("District") and **Optima Inspection, Inc.** ("Consultant"), collectively the "Parties").

RECITALS

WHEREAS, District and Consultant entered into a DSA Project Inspection Services Agreement ("Agreement"), dated October 19, 2022, for services related to the District's **Vallejo Autotech Security Enhancements Project** ("Project"); and

WHEREAS, District and Consultant agree to further amend the Agreement to modify the services performed on the District's **Vallejo Autotech Security Enhancements Project**; and

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

AGREEMENT

1. Section 2. Term of the Agreement is amended to read:

2. Term. Consultant shall commence providing services under this Agreement on October 31, 2022 and will diligently perform as required and complete performance by December 31, 2023, unless this Agreement is terminated and/or otherwise cancelled prior to that time.

2. Section 4. Term of the Agreement is amended to read:

Compensation. District agrees to pay the consultant for services satisfactorily rendered pursuant to this agreement a total fee not to exceed **Six Thousand, Three Hundred Dollars (\$6,300)**. District shall pay consultant according to the following terms and conditions:

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

4.2 The itemized invoice shall reflect the hours spent by the consultant in performing its services pursuant to this Agreement. The Services shall be performed at the hourly billing rates included in Exhibit "B".

3. Except as set forth in this Amendment, all provisions of the Agreement and any previous extension(s) and/or amendment(s) thereto shall remain unchanged, in full force and effect, and are reaffirmed. This Amendment shall control over any inconsistencies between it and the Agreement and/or any previous extension(s) and/or amendment(s).

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

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

Dated: _____, 2023

SOLANO COMMUNITY COLLEGE DISTRICT

By: _____

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

Dated: _____, 2023

Optima Inspections, Inc.

By: _____

Print Name: _____
Print Title: _____

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: CONTRACT AWARD TO ARTHULIA, INC. FOR
CONSTRUCTION SERVICES FOR FAIRFIELD CAMPUS
PARKING LOT ENHANCEMENT PROJECT

REQUESTED ACTION:

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

SUMMARY:

Board approval is requested for the award of a contract to Arthulia, Inc. for the Fairfield Campus Parking Lot Enhancement Project. This project consists of the replacement and surface treatment of Parking Lots #3, Interior Road C, Perimeter Road 1, and miscellaneous ADA Sidewalk Improvements.

CONTINUED ON THE NEXT PAGE

STUDENT SUCCESS IMPACT:

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

Ed. Code: NA Board Policy: NA Estimated Fiscal Impact: \$1,485,000.00 Measure Q Funds

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

Lucky Lofton
VP, Facilities & Executive Bonds Manager

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 863-7260

TELEPHONE NUMBER

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

VICE PRESIDENT APPROVAL

July 10, 2023

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

July 19, 2023

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AWARD TO ARTHULIA, INC. FOR
CONSTRUCTION SERVICES FOR FAIRFIELD CAMPUS
PARKING LOT ENHANCEMENT PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

Sealed bids were due on June 28, 2023, and a live stream bid opening was conducted. The District received a total of one (1) responsive bid.

<u>Contractor</u>	<u>Base Bid</u>	<u>Total Bid</u>
Arthulia, Inc.	\$1,350,000	\$1,485,000

* Total Bid Amount includes a 10% Owners Allowance.

This procurement effort was held over a 5-week period and consulted 15 contractors with prior engagement on District Surface Improvement projects. Upon completion of the Mandatory Pre-Bid Meeting conducted on June 8, 2023, 6 firms were documented as active potential bidders. On the date of Bid opening, all but one qualified firm were non-responsive. It was determined that Arthulia, Inc. submitted the lowest responsible and responsive Base Bid. The submission is within the overall budget threshold of the project, and it is recommended that the Board award a contract to Arthulia, Inc. for the Total Bid Amount of \$1,485,000.00.

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

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: CONTRACT AWARD TO OPTIMA INSPECTIONS, INC.
FOR PROJECT INSPECTION SERVICES FOR THE
FAIRFIELD CAMPUS PARKING LOT ENHANCEMENT
PROJECT

REQUESTED ACTION:

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

SUMMARY:

Board approval is requested to award a professional services contract to Optima Inspections, Inc. for Division of State Architect (DSA) Project Inspection Services for the Parking Lot Enhancement Project on the Fairfield Campus. The scope of work of this contract includes providing onsite inspections of all construction and all other items as required by the Division of State Architect (DSA).

CONTINUED ON THE NEXT PAGE

STUDENT SUCCESS IMPACT:

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

Ed. Code: NA Board Policy: NA Estimated Fiscal Impact: \$7,000 SMSR & 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) 863-7260

TELEPHONE NUMBER

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

VICE PRESIDENT APPROVAL

July 10, 2023

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

July 19, 2023

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AWARD TO OPTIMA INSPECTIONS, INC.
FOR PROJECT INSPECTION SERVICES FOR THE
FAIRFIELD CAMPUS PARKING LOT ENHANCEMENT
PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

A proposal was requested from Optima Inspections, Inc. based upon their qualifications and experience on projects on the Fairfield Campus. Optima Inspections, Inc. is listed on the District's pre-qualified pool of Division of the State Architect (DSA) Inspectors. Optima Inspections, Inc.'s proposal was reviewed and is appropriate for the scope of work requested.

The Board is asked to approve a professional services contract for Optima Inspections, Inc. in the amount not to exceed \$7,000.

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

AGENDA ITEM 13.(j)
MEETING DATE July 19, 2023

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

TO: Members of the Governing Board

**SUBJECT: MEMORANDUM OF UNDERSTANDING BETWEEN SOLANO
COMMUNITY COLLEGE AND IMPROVE YOUR TOMORROW**

REQUESTED ACTION:

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

SUMMARY: This Memorandum of Understanding (MOU) is between Solano Community College and Improve Your Tomorrow. This memorandum of understanding (MOU) specifies the expectations of the partnership between Improve Your Tomorrow (IYT) and Solano Community College to participate in the IYT Mentor Fellowship Referral Program. The referral program is designed to help Solano Community College students or recent graduates get valuable professional development and leadership training.

STUDENT SUCCESS IMPACT:

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

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

Lisa Neeley, M.A.
Vice President, Student Services
PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 864-7159

TELEPHONE NUMBER

Lisa Neeley, M.A.
VICE PRESIDENT APPROVAL

June 26, 2023
**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

July 19, 2023
**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

Overview:

This memorandum of understanding (MOU) specifies the expectations of the partnership between Improve Your Tomorrow (IYT) and Solano Community College to participate in the IYT Mentor Fellowship Referral Program. The referral program is designed to help Solano Community College students or recent graduates get valuable professional development and leadership training.

The Mentor Fellowship is a year-long opportunity for diverse college students to develop strong, innovative, and empathetic leadership skills while supporting young men of color on their journey to and through college. Fellows will be placed within one of IYT's signature programs: [College Academy](#), [IYT CC](#), or [IYT U](#).

IYT Mentors provide the following services across programs:

- Lead student development workshops, including but not limited to college advising, civic engagement, character education, and life skills.
- Work with IYT's programs team to assess and develop strategies to support student's academic and emotional needs.
- Collaborate with educators, school staff, and community partners to cultivate a vibrant student-driven culture that values resilience, authenticity, and passion.
- Participate in leadership development sessions to hone leadership skills.

Compensation

IYT will pay \$10,000 to Solano Community College for participating in the IYT Mentor Fellowship Referral program. A referral is an individual who completes an interview for the Mentor Fellowship program with an IYT staff member.

Solano Community College will:

1. Refer 25 potential Mentor Fellows to IYT by **(July 31, 2024)**
2. Select students who are in good academic standing and who have demonstrated a commitment to community service or a passion for social justice. The Mentor Fellowship program targets individuals who identify as African American, Latino, Asian, Native, or Pacific Islander, with a particular focus on individuals who identify as male.
3. Provide a dedicated desk or office space for IYT staff to conduct interviews.

Term of Agreement

This agreement will commence on [Date signed and agreed to by SCC representative] and end on [July 31, 2024]. This agreement may be renewed for additional one-year periods by mutual agreement of the parties.

Termination

Either party may terminate this agreement upon 30 days written notice to the other party.

Confidentiality

Each party agrees to keep confidential all information that is disclosed to it by the other party in connection with this agreement.

Governing Law

This agreement will be governed by and construed in accordance with the laws of the State of California.

Signatures:

The following authorized signatures have agreed to the responsibilities stated within this Memorandum of Understanding:

Michael Lynch, CEO
Improve Your Tomorrow

Date:

Signature
Solano Community College

Date:

Printed Name:

Title:

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: MEMORANDUM OF UNDERSTANDING BETWEEN SOLANO
COMMUNITY COLLEGE AND UNIVERSITY OF CALIFORNIA
AVENUE M PROJECT

REQUESTED ACTION:

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

SUMMARY: Avenue M is a community college to medical school pathway program that aims to reduce barriers to entry to medical and other healthcare careers. UC Davis School of Medicine will partner with three 4-year institutions – UC Davis, California State University (CSU), Sacramento, and Cal Poly Humboldt – and a network of community colleges feeding into them, to establish this robust educational ecosystem. This Memorandum of Understanding (MOU) is an agreement to work collaboratively to identify and support eligible students, particularly those from underrepresented communities, through Solano Community College to a four-year institution with the aim of being competitive for medical school.

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:	Board Policy:	Estimated Fiscal Impact:	N/A
		<input checked="" type="checkbox"/> APPROVAL	<input type="checkbox"/> DISAPPROVAL
		<input type="checkbox"/> NOT REQUIRED	<input type="checkbox"/> TABLE
SUPERINTENDENT'S RECOMMENDATION:			
Lisa Neeley, M.A. Vice President, Student Services			
PRESENTER'S NAME			
4000 Suisun Valley Road Fairfield, CA 94534			
ADDRESS		Celia Esposito-Noy, Ed.D. Superintendent-President	
(707) 864-7159			
TELEPHONE NUMBER			
Lisa Neeley, M.A.		July 19, 2023	
VICE PRESIDENT APPROVAL		DATE APPROVED BY	
June 28, 2023		SUPERINTENDENT-PRESIDENT	
DATE SUBMITTED TO			
SUPERINTENDENT-PRESIDENT			

MEMORANDUM OF UNDERSTANDING
between
Solano Community College (District) and
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
(University) on behalf of its
UNIVERSITY OF CALIFORNIA, DAVIS AVENUE M PROJECT (Facility),
CALIFORNIA MEDICINE SCHOLARS FUNDING

The University of California, Davis (UC Davis) brings together teachers, University faculty and staff, counselors and principals, students and their families to develop high achieving schools toward UC admissions for freshmen and transfer. Our goal for the University of California is to work with our partner schools to substantially increase the number and proportion of students eligible for regular and competitive admission to institutes of higher education and ultimately medical school. Our objective for schools is to help facilitate a transfer culture of academic excellence to support student- centered academic programs, school policies and practices that foster the highest level of preparation for success at a four-year institution and medical school.

The Memorandum of Understanding is an agreement to work together to provide the highest quality education to students at District location in order to increase the number of transfer-ready, particularly educationally disadvantaged students, who are prepared for higher education to a four- year institution, and who are prepared for regular and competitive admission to partner four-year institutions UC Davis, California State University, Sacramento or Cal Poly Humboldt (Four-Year Partners) through the transfer pathway. The collaboration between District and the University of California, Davis will be referred to as the *Avenue M* or *Avenue^M* Project

RECITALS

WHEREAS, The Facility has been established and is maintained to support University's pursuit of its constitutional objectives of instruction, research, and public service; and

WHEREAS, the services of the Facility may be extended to non-University users (including, when permitted by University policy, University students, faculty, and staff requesting such services for their personal use) only when, in the sole judgment of University, such action will serve purposes consistent with University's objectives and will not adversely affect the conduct of University activities; and

WHEREAS, the services requested by District have been determined to serve purposes consistent with University objectives and their provision to District not to adversely affect the conduct of University activities; and

WHEREAS, District has determined that the services in question cannot be adequately performed by other agencies or commercial firms; and

NOW, THEREFORE, The Parties shall engage in the following:

TERMS AND CONDITIONS

1. Introduction. The parties propose to continue a joint transfer program intended to further improve the transfer and articulation processes between District and identified four-year partner universities (Four-Year Partners) to the mutual benefit of students, both institutions, and the community.
2. Goals of program. By entering into an agreement to jointly support the Avenue M Project, both institutions expect to:
 - a. Identify, attract, and motivate potential transfer students to pursue their education through the baccalaureate level.
 - b. Strengthen the academic preparation, performance, retention, and knowledge of District students who transfer to Four-Year Partners.
 - c. Remove the barriers that prevent full participation of District students in transfer to four-year universities, including students from underrepresented minority groups, first generation students, students from other groups that do not traditionally transfer to four-year universities, and students historically excluded in medicine.
3. Definitions.
 - a. Breach. Breach means the unauthorized acquisition, access, use or disclose of non- public information that compromises the security, confidentiality or integrity of such information.
 - b. Non-Public Information. UC Davis performance of program services under the MOU may involve access to certain information that District wishes to protect from further use or disclosure. Non-public information shall be defined as: (i) Protected Information; (ii) information District discloses in writing, orally, or visually, to UC Davis, or to which UC Davis obtains access to in connection with negotiation and performance of the agreement, and which relates to District, its students or employees, its third-party vendors or licensors, or any other individuals or entities that have made confidential information available to District or UC Davis acting on District behalf (collectively 'program liaison), marked or otherwise identified as proprietary and/or confidential, or that, given the nature of the information ought reasonably to be treated as proprietary and/or confidential;(iii) trade secrets; and (iv) business information.
 - c. Protected Information. Protected information shall be defined as information that identifies or is capable of identifying a specific individual, including but not limited to personally identifiable information and student records that is subject to laws restricting the use and disclosure of such information.
 - d. UC Davis Information Resources. Information resources shall be defined as those devices, networks related infrastructure that UC Davis owns, operates or has obtained for the use of conduct UC Davis business. Devices include but are not limited to, UC Davis owned or managed storage, processing, communications devices and related infrastructure on which UC data is accessed, processed, stored, or communicated, and may include personally owned devices. Data includes, but is not limited to, non-public information, other created or managed business and research data, metadata, and credentials created by or issued on behalf of UC.
 - e. Work Product. Work product shall be defined as works-in-progress, notes, data, reference materials, memoranda, documentation and records in any way incorporating or reflecting any non-public information and all proprietary rights therein, including copyrights. Work product is subject to the Agreement's Intellectual Property, Copyright and Patents

Article. For the avoidance of doubt, work product shall belong exclusively to UC and unless expressly provided, this definition shall not be construed as conferring on District any patent, copyright, trademark, license right or trade secret owned or obtained by UC Davis.

4. Priority of University work. University work always has priority over work to be performed for non-University users.
5. Term. The term of this agreement shall be from the date of the last signature below through June 30, 2025.
6. Indemnification and Insurance. The parties agree to defend, indemnify and hold one another harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising from the performance of this agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents, students, or employees.
 - a. Evidence of Insurance. Upon University's request, District shall provide University written evidence of District's insurance coverage relevant to the presence or activity of District, its officers, agents, and employees while in, on or about University property. In the event District's coverage is not acceptable to University, University shall have the right to immediately suspend services. If District fails to provide acceptable insurance within 10 days after University's written notice, University may terminate this agreement.
 - b. Patent Infringement. District shall indemnify University, its agents and employees, against all liability (including costs and expenses incurred) for use of any invention or discovery and for the infringement of any Letter Patent (not including liability arising pursuant to U.S. Code section 183, Title 35 (1952) prior to the issuance of Letters Patent) occurring during the performance of this agreement and resulting from District's request or instruction that the Facility utilize any device, method, or technique not normally utilized by the Facility.
7. Criminal background check. In accordance with Education Code section 45125.1 and 87013, each party will conduct criminal background check of their respective employee and ensure that the representatives has not been convicted of a violent or serious felony as defined by statute, and does not have a criminal action pending upon charges of a commission of a violent or serious felony as defined by statute.
8. Non-liability of UC Davis.
 - a. Disclaimer as to Performance: UC Davis shall not be liable by reason of its performance under this agreement for any loss of profits, claims against District by any third party, or consequential damages even if UC Davis is advised of the possibility of such loss, claims, or damages. District agrees that UC Davis' liability hereunder for damages, regardless of form of action, shall not exceed the total of all charges paid by District for the particular services rendered pursuant to this agreement.
 - b. Disclaimer as to Non-Performance/Delayed Performance: The foregoing to the contrary notwithstanding, District agrees that UC Davis shall incur no liability to District or to any third party for any loss, cost, claim or damage, either direct or consequential, arising from UC Davis' delay in performance or failure to perform services pursuant to this agreement.

9. Protection of confidential data.

- a. UC Davis agrees to abide by the limitations on re-disclosure of personally identifiable information from education records set forth in the California Information Practice Act (Civil Code § 1798 et seq.) and The Family Education Rights and Privacy Act (34 CFR § 99.33 (a)(2)) with the terms set forth below. 34 CFR 99.33 (a)(2) states that the officers, employees and agents of a party that receives education record information from District may use the information, but only for the purposes for which the disclosure was made.
- b. Definition: Covered data and information (CDI) includes paper and electronic student education record information supplied by District.
- c. Acknowledgment of Access to CDI: UC Davis acknowledges that the Agreement allows UC Davis access to CDI.
- d. Prohibition on Unauthorized Use or Disclosure of CDI: UC Davis agrees to hold CDI in strict confidence. UC Davis shall not use or disclose CDI received from or on behalf of District except as permitted or required by the Agreement, as required by law, or as otherwise authorized in writing by District. UC Davis agrees not to use CDI for any purpose other than the purpose for which the disclosure was made.
- e. Return or Destruction of CDI: Upon termination, cancellation, expirations or other conclusion of the Agreement, UC Davis shall return all CDI to District or, if return is not feasible, destroy any and all CDI. If UC Davis destroys the information, UC Davis shall provide District with a certificate confirming the date of destruction of the data.
- f. Remedies: If District can reasonably determine in good faith that UC Davis has materially breached any of its obligations under this contract, the District in its sole discretion, shall have the right to require UC Davis to submit to a plan of monitoring and reporting; provide UC Davis with fifteen (15) day period to cure the breach; or terminate the Agreement immediately if cure is not possible. Before exercising any of these options, District shall provide written notice to UC Davis describing the violation and the action it intends to take.
- g. Maintenance of the Security of Electronic Information: UC Davis shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted CDI received from, or on behalf of District. These measures will be extended by contract to all subcontractors used by UC Davis. Both parties acknowledge that District and UC Davis are required to comply with information security standards for the protection of Protected Information as required by law, regulations and regulatory guidance.
- h. Reporting of Unauthorized Disclosures or Misuse of Covered Data and Information (CDI): UC Davis shall report any confirmed or suspected breach, both orally and in writing, but in no event more than (2) two day of discovery, report to District any use or disclosure of CDI not authorized by this agreement. The written notice shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the CDI used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, if known, (iv) what UC Davis has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action UC Davis has taken or shall take to prevent future similar unauthorized use or disclosure. UC Davis shall provide such other information, including a written report, as reasonably requested by District.

10. Program Staffing. Avenue M Project staff will include:

- a. Project Manager at UC Davis School of Medicine.
 - i. Project Manager at UC Davis oversees the multiple components and manages all pertinent details necessary to advancing this work. The breadth of this project mandates participation from many different units at UC Davis (including but not limited to, student affairs, student academic success, undergraduate admissions and outreach, the college of biological sciences, center for educational effectiveness, the office of the provost STEM Strategy group, and the school of medicine) and contacts at Partner institutions.
- b. Two Avenue M Outreach Coordinators at School of Medicine.
 - i. The Avenue M Outreach Coordinators (one serving the Sacramento region and one in the Humboldt region) will oversee and execute recruitment of students for the program across our Partners in collaboration with the identified Program Liaisons. The coordinators also manage the mentorship program and internship/research support for students in the cohort. The coordinators may assist with the development of summer residential experiences prior to transfer to Four-Year Partners. The coordinators also supports the project manager with other duties as assigned.
- c. Program Liaison at District.
 - i. The District designated project lead at each CC will perform like functions to that of the manager at UC Davis School of Medicine. The District will provide a designated employee to take an active lead role in communicating with the UC Davis School of Medicine manager, their college district faculty and students , and other participants to successfully implement the Avenue M program as further described in Exhibit A, attached hereto and made a part hereof.
 - ii. Funding by University. UC Davis shall provide support for up to 50 total scholar awards (up to \$1,000 each) equitably distributed across all of our District partners per academic year (2022-2023, 2023-2024, 2024-2025) as invoiced by the community college. Additional work shall be performed only if authorized in advance by written amendment to this agreement. Upon receipt of invoice from the District, UC Davis will provide payment to the District per year. The District is responsible for disbursing funds to selected students.

11. Evaluation. Program evaluation will be the joint responsibility of UC Davis and District.

Evaluation will include but not be limited to:

- a. An annual administrative review and report of program attendance and activities prepared at the end of each academic year.
- b. An assessment of the extent of participation in the program and the impact on District student preparation and their UC Davis or Partner academic performance levels.

12. Payment. In consideration of the services described in this Agreement, UC Davis shall provide support/collaboration for the District and disburse via invoice to District per year for identified scholar awards. Designated persons responsible for administrative oversight and evaluation of the terms of this agreement:

UNIVERSITY

Charlene Green, PsyD
Principal Investigator
School of Medicine
University of California, Davis
4610 X St
Sacramento, CA 95817

E-mail: cgreen@ucdavis.edu

DISTRICT

Click or tap here to enter text.
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Click or tap here to enter text.

E-mail: Click or tap here to enter text.

Contracting Representative

Paul Zhukotansky
Analyst/ Contract Administrator
Procurement & Contracting Services One Shields Ave.
Davis, CA 95616
E-mail: pzhuk@ucdavis.edu

13. Use Of Parties' Names.

- a. Permitted Uses: A party may use the name, marks, and/or logo of the other party only in accordance with the respective party's obligations as set forth herein.
- b. Prohibited Uses: This agreement has been entered into with the understating that California Education Code section 9200 prohibits use of UC Davis' name, or any abbreviation thereof, (i) to designate any business, social, political, religious, or other organization; (ii) to imply, indicate or otherwise suggest that any such organization, or any product or service of such organization is connected or affiliated with, or is endorsed, favored, or supported by, or is opposed by UC Davis; or (iii) to use UC Davis' name in any advertising or promotional activity for the purpose of support, endorsement, advancement, opposition, or defeat of any political, religious, sociological, or economic movement, activity, or program.
- c. Required Permissions. All commercial uses of UC Davis' name must comply with UC Davis Policy and Procedure Manual, Chapter 310, Section 65, Use of the University's Name, Seal, and Other Trademarks (<http://manuals.ucdavis.edu/PPM/contents.htm#310>). All permissions to use UC Davis' name for any purpose other than those specifically permitted by UC Davis regulation must be in writing and signed by the appropriate UC Davis official.

14. UC Davis' Right to Use Data. UC Davis shall have the unrestricted right to use for its own purposes, including publication, any data or information which it may develop in connection with or as a result of performing the services described herein.

15. DISCLAIMER OF WARRANTY. UC DAVIS MAKES NO WARRANTY AS TO RESULTS TO BE OBTAINED BY District FROM THE USE OF ANY SERVICES AND/OR FACILITIES PROVIDED BY UC DAVIS UNDER THIS AGREEMENT. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES.

16. Termination. University may terminate this agreement at any time by giving District 30 calendar days' written notice of such action.

17. Attorneys' Fees. If any action at law or equity is brought to enforce or interpret the terms of this agreement, including collection of delinquent payment, the prevailing party shall be entitled to reasonable attorney's fees, costs and necessary disbursements in addition to any other relief to which it may be entitled.
18. Governing Law. This agreement shall be construed pursuant to California law.
19. Amendment. No change in any term or condition of this agreement shall become effective unless by amendment in writing signed by both parties.
20. Severability. If a provision of this agreement becomes, or is determined to be, illegal, invalid, or unenforceable, that will not affect the legality, validity, or enforceability of any other provision of the agreement or of any portion of the invalidated provision remains legal, valid, or enforceable.
21. Entire Agreement. The terms of District's addendum or purchase order shall have no effect on the terms and conditions of this agreement. This agreement contains all of the terms and conditions applicable to the services provided hereunder and constitutes the entire understanding of the parties respecting the subject matter hereof, superseding any prior understanding or agreement between them, written or oral, regarding the same subject matter.

AGREED:

Solano Community College

THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA

Authorized Signature

Name: [Click or tap here to enter text.](#)

Title: [Click or tap here to enter text.](#)

Date: [Click or tap here to enter text.](#)

Steven Kobayashi,
Associate Director
Procurement & Contracting Services

Date:

Exhibit A
Avenue M
Project Implementation

Program Services

Program Administration

1. UC Davis will retain the following administrative responsibilities:
 - Coordinate goals, principles, objects and metrics on Avenue M affiliated components
 - Determination of Avenue M selection and criteria
 - Manage affiliated Avenue M partnership, tools and operational budgets
 - Establish customer relations management tool within the District
 - Design, market, and communicate Avenue M affiliated program materials.
 - Produce and publish evaluation, assessment or research reports affiliated with Avenue M.
2. Responsibilities of District are as follows:
 - Recruit and retain eligible students using components described in the Avenue M model in collaboration with Outreach Coordinators.
 - Generate additional internship and industry engagement opportunities for students
 - The District Program Liaison will establish student supports and services with the aid of UC Davis and Partner representatives.
 - The District Program Liaison will provide students with the following course expectations and assist with course planning which could lead to priority registration guidelines.
 - Basic courses regardless of major **required** for application to medical school.
 - One year of English
 - One year of general chemistry + labs
 - One year intro and general biology + labs
 - One year of organic chemistry + labs
 - One year of general physics
 - if algebra-based physics, medical school does recommend a basic course in calculus
 - Next level of coursework **highly recommended** for MCAT Prep.
 - basic genetics
 - basic structure and function of biomolecules
 - basic human physiology
 - one course in psychology

- At least one course that introduces students to concepts in public health, sociology, social justice and/or ethnic studies.
 - statistics
- Active participation in each of the 5 Professional Learning Communities for Avenue M
- Maintain consistent and regular communication with pertinent staff and program leads
- District will identify program eligible students and invite them to show interest and/or apply for AvenueM. Eligible students to be identified by self-selection, recommendation of faculty, MESA, or outreach/Transfer Center staff, or recruitment by a current Avenue M student per academic year (2022-2023, 2023-2024, and 2024-2025).
 - a. Eligible students will:
 - i. Be interested in pursuing a career in medicine.
 - ii. Have applied to participate in the Avenue M program
 - iii. Engage in Avenue M program activities and support
 - iv. Be in their second to last year at community college
 - v. Intend to Transfer to one or more of the Four-Year Partners
 - vi. Be aware of the course requirements for transfer to each Four-Year Partners
 - vii. Understand the course work and preparation needed for medical school
 - viii. Additional engagement in Four-Year Partner campus and summer programs will be encouraged.
 - b. After a secondary application process, up to 50 students will be selected to receive a scholarly award of up to \$1,000 for their last year at community college. Scholarly awards are to be applied and processed by the Community College District. An accounting of disbursed awards will be supplied to UC Davis on an annual basis. Upon receipt of invoice from the District, UC Davis will provide payment of up to \$1,000 per identified student.

District designated Program Liaison duties:

- Recruit new Avenue M students at local district interested in pursuing medicine.
- Increase awareness of program by:
 - Connecting to STEM related faculty/courses
 - Leveraging campus connections like student Transfer Centers, Internship/Career Centers, Student Clubs, Student Support Resources, Student Affinity groups etc.
 - Make contact with Department Chairs, Associate Deans, etc. of STEM disciplines to educate about program and opportunities
 - Ensure all students complete the online application
- Ensure all create a comprehensive education plan with a transfer counselor
- Re-engage students who have already started connecting with the program or have indicated interest.

- Organize a minimum of 2 local activities for Avenue M students (examples: industry tour, transfer workshop, financial literacy, research panel, GPA challenge event)
- Encourage student participation in UC Davis hosted activities such as:
 - STEM Transfer Day
 - Discover UC Davis
 - Transfer Decision Day
 - Social Events
- Encourage student participation on California Medicine Scholars hosted activities such as:
 - Annual California Medicine Scholar Program Student Conference
 - Supplemental program workshops (via Zoom)
- A designated employee should participate in each of the 5 Professional Learning Communities (admissions/outreach, student support, engineering education, project leadership, learner analytics)
 - Active participation in quarterly meetings
 - Attend Annual Professional Learning Community (PLC) Summit
 - Attend Annual California Medicine Scholars Summit
- Connect with local admission and outreach team to engage feeder high schools to increase program awareness.
- Utilize the Salesforce CRM to house student engagement, keep track of local activities, and to communicate with the UC Davis project lead
- Assist with selection and processing of community college scholar awards as available.
- See Exhibit B for a brief outline of student program activities and milestones.

Exhibit B

Program Participant Activities and Milestones

Students from participating community colleges (American River College, CA Tribal College, College of the Redwoods, College of the Siskiyous, Cosumnes River College, Folsom Lake College, Mendocino College, Sacramento City College, Sierra College, Solano Community College, Shasta College, Woodland Community College, and Yuba College) who meet program requirements, apply, and are accepted by AvenueM will participate in the following activities:

Program Phase Activities	Minimum Required Milestones for Each Phase
Early Community College	
<ul style="list-style-type: none">• UC Davis School of Medicine Health Equity Academy	1. Complete 1 summer clinical internship experience
<ul style="list-style-type: none">• At least 1 Program Workshop per Semester including Peer/Professional Mentorship, Clinical Professionalism, Healthcare Identity Formation, and Transfer Success Strategies	
<ul style="list-style-type: none">• 1 Cohort Meeting per Semester (led by AvenueM Coordinator)	
<ul style="list-style-type: none">• Meet with your Community College Counselors (includes academic counselors, transfer counselors, and special program counselors (EOPS, DSPS, Veteran, MESA, UMOJA, Puente, etc.); minimum of once per semester)	
<ul style="list-style-type: none">• Summer Clinical Internship Experience	
Application Year (Application to 4-Year University) (Last Year at Community College)	
<ul style="list-style-type: none">• Transfer Summit (transfer application support and guidance)	1. Complete TAG, ADT or equivalent transfer requirements 2. Application and acceptance to a AvenueM partnered 4-year university (UC Davis, Sacramento State, or CalPoly Humboldt) 3. Complete 1 Health/Community Research or Clinical Experience
<ul style="list-style-type: none">• Health/Community Research or Clinical Experience	
<ul style="list-style-type: none">• At least 1 Program Workshop per Semester including Peer/Professional Mentorship, Clinical Professionalism, Healthcare Identity Formation, and Transfer Success Strategies	
<ul style="list-style-type: none">• 1 Cohort Meetings per Semester (led by AvenueM Coordinator)	
<ul style="list-style-type: none">• Meet with your Community College Counselors (includes academic counselors, transfer counselors, and special program counselors (EOPS, DSPS, Veteran, MESA, UMOJA, Puente, etc.); minimum of once per semester)	
Transfer Bridge (Summer between Community College and UC Davis/CalPoly Humboldt/Sacramento State)	
<ul style="list-style-type: none">• Transfer Bridge Program (Orientation for AvenueM) (smoothly transitioning to your 4-year university)	

<ul style="list-style-type: none">Continued Health/Community Research or Clinical Experience	1. Complete Transfer Bridge Program
Transfer Student Year 1	
<ul style="list-style-type: none">Continued Health/Community Research or Clinical Experience	
<ul style="list-style-type: none">NorCal Clinics Tour	
<ul style="list-style-type: none">1 Cohort Meetings per Semester/Quarter (led by AvenueM Coordinator)	
<ul style="list-style-type: none">Meet with your Academic Advisors (includes departmental academic advisors, pre-health/health professions advising, and special program advisors (SEE, MESA, etc.); minimum of once per semester)	
Transfer Student Year 2 & Beyond	
<ul style="list-style-type: none">Continued Health/Community Research or Clinical Experience	<ol style="list-style-type: none">UC Davis School of Medicine prerequisite courses completed (1 year each (8 units) of: Biology, General Chemistry, Organic Chemistry (or Biochemistry), and PhysicsCompletion of MCAT with a minimum score of XXX (TBD by SOM Admissions Committee).Apply to UC Davis School of Medicine by October 1 of the application year (determined with student advisor)
<ul style="list-style-type: none">1 Cohort Meetings per Semester/Quarter (led by AvenueM Coordinator)	
<ul style="list-style-type: none">Medical School Preparatory Enhancement Program (MSPEP) 1 unit-course (weekly medical school application preparation seminars)	
<ul style="list-style-type: none">MCAT Preparation Course (2-week Summer Course)	
<ul style="list-style-type: none">Meet with your Academic Advisors (includes departmental academic advisors, pre-health/health professions advising, and special program advisors (SEE, MESA, etc.); minimum of once per semester)	
<ul style="list-style-type: none">1:1 Medical School Application Advising (as needed; led by Avenue M Coordinator)	
Post-Acceptance/Matriculation at UC Davis School of Medicine	
<ul style="list-style-type: none">AvenueM Ambassador	
<ul style="list-style-type: none">AvenueM Peer Mentor	
<ul style="list-style-type: none">Community Health Scholars Clinical Training Programs (focused on training future physicians to serve underserved communities)	
Annual Activities throughout the AvenueM Journey	
<ul style="list-style-type: none">Avenue M Scholar Award (students eligible for one-time award, Application Year and beyond for academic years 2022-2023, 2023-2024, and 2024-2025)	
<ul style="list-style-type: none">California Medicine Scholars Annual Statewide Conference	
<ul style="list-style-type: none">UC Davis Pre-Health National Annual Conference	

AGENDA ITEM 13.(l)
MEETING DATE July 19, 2023

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

TO: Members of the Governing Board

**SUBJECT: MEMORANDUM OF UNDERSTANDING BETWEEN SOLANO
COMMUNITY COLLEGE AND UNIVERSITY OF PHOENIX**

REQUESTED ACTION:

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

SUMMARY: This MOU proposes an agreement with University of Phoenix to participate in their 3+1 Transfer/Concurrent Enrollment Pathway Program for eligible students and college employees. This transfer pathway program includes University of Phoenix bachelor's degrees in health management, nursing, information technology, and management. This program enables students to start coursework toward their bachelor's degrees while completing their associate degrees.

STUDENT SUCCESS IMPACT:

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

<i>Ed. Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact:</i>	<i>N/A</i>
SUPERINTENDENT'S RECOMMENDATION:		<input checked="" type="checkbox"/> APPROVAL	<input type="checkbox"/> DISAPPROVAL
		<input type="checkbox"/> NOT REQUIRED	<input type="checkbox"/> TABLE
<hr/>			
Lisa Neeley, M.F.A. Vice President, Student Services			
PRESENTER'S NAME			
4000 Suisun Valley Road Fairfield, CA 94534			
ADDRESS		Celia Esposito-Noy, Ed.D. Superintendent-President	
(707) 864-7159			
TELEPHONE NUMBER			
Lisa Neeley, M.F.A.		July 19, 2023	
VICE PRESIDENT APPROVAL		DATE APPROVED BY	
		SUPERINTENDENT-PRESIDENT	
June 28, 2023			
DATE SUBMITTED TO			
SUPERINTENDENT-PRESIDENT			

Education Service Agreement #25569

This Education Service Agreement (the "Agreement") is entered into as of the date on which this Agreement first becomes fully executed by all parties hereto ("Effective Date") by and between Solano Community College District (hereinafter referred to as "School") with its principal place of business located at 4000 Suisun Valley Road, Fairfield, California 94534 and The University of Phoenix, Inc. with its principal offices at 4035 South Riverpoint Parkway, Phoenix, Arizona 85040 ("University").

1. Benefits for Eligible Employees:

1.1 During the Term of the Agreement, the University will provide the following "Benefits" (outlined below) to School's employees who are enrolled in the University prior to or after the Effective Date of this Agreement.

To be eligible for the Benefits employees must (i) be and remain employed with School, (ii) be legally residing in the U.S. and (iii) must maintain attendance with the University defined as not taking a break longer than 365 days (hereinafter referred to as "Eligible School Employees"). For clarification, employees who are currently enrolled with the University who do not meet the requirements set forth herein, are not eligible to receive the Benefits set forth herein.

The Benefits will apply to Eligible School Employees and cannot be combined with any: (i) Alumni tuition rates; (ii) competency-based programs the University may offer (e.g. MBA-CB); (iii) other University offers or promotions; and (iv) other specific program exclusions set forth in the Academic Catalog. For clarification, other than excluding the Benefits provided under this Agreement from being used, nothing contained in this paragraph is intended to prohibit Eligible School Employees from enrolling in and/or using School tuition assistance toward the items listed in items (i) – (iv) inclusive above. Eligible School Employees who are Masters and Doctoral students shall receive the standard University tuition rate.

The Benefits will apply to Eligible School Employees who are new students after the student has disclosed their employer association within the University's Student Portal or through any other method of verification the University may require. If an Eligible School Employee is currently enrolled in the University prior to the Effective Date and already disclosed their employer either on the Portal or through any other method required by the University, the Benefits set forth herein will apply after the Effective Date of this Agreement upon enrollment in the next course. Benefits will not be applied retroactively.

1.2 Eligible School Employees who enroll into a University bachelor's or master's degree program after the Agreement is executed will receive the following:

- The University will waive the tuition of every sixth (6th) course for Eligible School Employees who meet the following criteria:
 - (i) Identify themselves to University as an employee of School;
 - (ii) Remain employed with School;
 - (iii) Enroll or be enrolled into a University degree program, certificate program, or credit bearing course after the Effective Date of the Agreement;
 - (iv) Successfully start and complete five (5) courses after the Effective Date of the Agreement; and
 - (v) Enroll and post attendance (as defined in the University Academic Catalog) in the 6th course within a 365-day period commencing from the first date of attendance in the Eligible School Employee's first course after the Effective Date of the Agreement.

Once an Eligible School Employee achieves the 6th course tuition waiver, the 365-day period will start again from the Eligible School Employee's first date of attendance in the next course.

If Eligible School Employee does not achieve the 6th course tuition waiver within the initial 365-day period, the 365 day period will commence again from the Eligible School Employee's first date of attendance in the first course after the initial 365 day period expired.

The tuition waiver applies only to the 6th course regardless if the Eligible School Employee completes the course.

- The University will waive the first two (2) resource fees each calendar year for Eligible School Employees enrolled in a bachelor's or master's degree program until program completion so long as the Agreement is in place and the Eligible School Employee does not take a break in attendance for more than 365 days.
- Eligible School Employees who are transferring in an associate degree in accordance with University policy and who enroll in a bachelor's program will receive the Associate Transfer tuition rate as set forth in the University's Academic Catalog toward undergraduate coursework.

1.3 Eligible School Employees who enroll into a University Doctoral degree program after the Agreement is executed will receive waived resource fees until completion for all courses.

1.4 The University may change its tuition rates and fees at any time in its sole discretion.

1.5 The University may change the Benefits as set forth herein at any time upon providing thirty (30) days' notice to School.

1.6 School agrees to the following in return for the Benefits:

- School agrees to meet with the designated University Account Executive quarterly, to co-develop and implement a plan of action to identify opportunities to highlight and promote the benefits of this Agreement to its employees. At a minimum, the plan will include School's access to the University's website via their corporate employee benefits intranet site and the promotion of University marketing/thought leadership collateral materials to their employees. School further agrees to treat the University in the same manner and communicate the University programs at a minimum, equally as they do with other colleges and/or universities who participate in their education network.
- School will be responsible for informing its employees of the Benefits offered by the University set forth herein, including any eligibility requirements to receive the Benefits under this Agreement. If the Benefits under this Agreement change School will inform its employee as soon as practicable of the change in Benefits.

2. Benefits for Students:

- 2.1 During the Term of this Agreement the University will offer students who are legally residing in the U.S. and have been conferred an Associate's degree from School (hereinafter collectively "Eligible Students") the Associate Transfer tuition rate as set forth in the University's Academic Catalog toward undergraduate coursework.
- 2.2 For Eligible Students who enroll pursuant to this Agreement in an approved University online bachelor's program with an established 3+1 Transfer Pathway with School, the University will waive the tuition and resource fee for Eligible Student's first course for either Foundations for University Success (GEN/201) or Professional Contemporary Nursing Role and Practice (NSG/302) (one tuition and resource fee waiver only) in the approved bachelor program, during the Term of the Agreement.
- 2.3 Except as provided for in 2.2, Eligible Students are responsible for paying all tuition fees and costs, including any book and materials fees associated with their enrollment at the University.

3. Concurrent Enrollment Cohort:

- 3.1 During the Term of this Agreement, School may provide scheduled groups of students who are currently enrolled in an Associate's Degree of Nursing program ("ADN Program") from School (referred to as a "CEP Cohort") after the Effective Date of this Agreement to enroll in University single online courses that are part of the University Bachelor of Science in Nursing degree program ("BSN Program"). The parties will mutually agree to the location, type of cohort, start and end dates for BSN Program CEP Cohorts as provided for on an applicable Statement of Work ("SOW"). Each Cohort shall have its own SOW issued by the University setting forth the above terms including and does not require any further action by the parties and will be incorporated into this Agreement. For clarification, CEP Cohort students will not be eligible for federal financial aid through the University for any BSN Program courses until they are fully admitted into the BSN Program by the University.
- 3.2 Upon completion of the ADN Program, obtaining the necessary licensure and meeting all the applicable University admissions criteria, CEP Cohort students may be admitted into the BSN Program. The University will evaluate applications for admission in accordance with its usual standards for admissions. CEP Cohort students will be eligible to apply for financial aid with the University upon admission and enrollment into the BSN Program only. For clarification, calculation for federal financial aid will commence after admission and enrollment into the BSN Program. At no time will any courses taken prior to admission and enrollment be used towards any University federal financial aid calculations.

4. Other Associate Concurrent Enrollment Programs:

During the Term of this Agreement, School may provide scheduled groups of students who are currently enrolled in a qualified associate's degree program at School (other than the ADN Program set forth in Section 3) that has been articulated by the University to enroll in identified single University online courses that have been mapped by the University to be applied to a specific University bachelor degree program ("Associate Concurrent Cohort"). The parties will mutually agree to the location, type of cohort, start and end dates for Associate Concurrent Cohorts as provided for on an applicable Statement of Work ("SOW"). Each Associate Concurrent Cohort shall have its own SOW issued by the University setting forth the above information and does not require any further action by the parties and will be incorporated into this Agreement. For clarification, Associate Cohort students will not be eligible for federal financial aid through the University for any bachelor degree courses until they are fully admitted into the University bachelor degree program. The University will evaluate applications for admission in accordance with its usual standards for admissions. Associate Cohort students will be eligible for financial aid with the University upon admission and enrollment into a University bachelor degree program only. At no time will any courses taken prior to admission and enrollment be used towards any University federal financial aid calculations.

5. Cohort Options: The parties will mutually agree to one of the following cohort options which will be included in an applicable SOW.

"Closed Cohort"- School shall provide a minimum of fifteen (15) students for the cohort. The University shall have no obligation to offer any cohort unless the minimum number of students for enrollment as set forth above has been confirmed. All students in the cohort will attend the same classes in the same course sequence in the same online modality.

"Open Cohort"- School shall provide a minimum of fifteen (15) students for the cohort. Other University students may be eligible to join the group as open enrollment, provided there is room in the group and offered at an approved University location or in the online

modality. The University shall have no obligation to offer any cohort unless the minimum number of students for enrollment as set forth above has been confirmed. All students in the cohort will attend the same classes in the same course sequence in the same online modality.

"Collaborative Cohort": A Collaborative Cohort shall be defined as a cohort made up of School's Eligible Students and other University institutional client students. School shall provide a minimum of five (5) students for each collaborative cohort. The University, at its discretion, will organize and facilitate Collaborative Cohort groups between two or more University Clients (defined below). The University shall have no obligation to offer any Collaborative Cohort unless the minimum number of students for enrollment as set forth herein this Agreement has been confirmed. All students in the Collaborative Cohort will attend the same classes in the same course sequence in the same online modality. For purposes of this section, a University Client is defined as another entity with whom the University has related type of agreement.

6. Billing:

6.1 If School has agreed to be directly billed for the tuition cap Benefits for Eligible School Employees set forth in Section 1, the University will invoice School at the University's then current tuition rate (as published in the Academic Catalog) for each course taken by Eligible School Employees up to the applicable tuition cap per Calendar Year and School agrees to pay such amount(s) for each Eligible School Employee enrolled in the University subject to the terms of School's tuition assistance policy. The Eligible School Employee will be responsible for payment to the University (in accordance with University policies) of any tuition charges that School does not pay. The tuition cap is for each Calendar Year until program completion while the Agreement is in effect.

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6.2 If School does not have a tuition assistance policy or has a tuition assistance policy that reimburses tuition expenses, the University will bill Eligible School Employees at the University's then current tuition rate for each course as published in the University's Academic Catalog. Eligible School Employees will be fully responsible for all tuition payments for each course in accordance with University's policies. Eligible School Employees may seek reimbursement for their courses if applicable pursuant to School's tuition assistance policy directly with School. For clarification, University is not responsible or liable to Eligible School Employees for any tuition reimbursement under School's tuition assistance policy.

7. **Cooperation:** School will provide the University the opportunity to inform students about the benefits of this Agreement. At a minimum, School shall coordinate the following activities in order to assist in meeting the minimum of fifteen (15) participants. All scheduled activities, including dates, times, and locations will be provided in advance and pre-approved by School.

- a. Virtual and/or face-to-face information meetings at School site;
- b. Virtual and/or face-to-face enrollment sessions at School site; and
- c. Table displays in School's common student areas.
- d. Subject to the Family Education Rights and Privacy Act, 20 U.S.C. 1232g (as amended) and its implementing regulations ("FERPA"), on an annual basis School will provide, consistent with School's FERPA policy, the University with directory information on its students, including email addresses of alumni and current students. School has the obligation to ensure that:
 - (i) any directory information provided pursuant to this paragraph is in accordance with FERPA, the University's FERPA policy and/or other applicable law and
 - (ii) School has consent from students and alumni for the University to contact them with respect to this Agreement and the University's educational services.

8. Marks:

8.1 Subject to prior written approval, each party grants the other party the right to use the other party's name and logo in writing; provided, however, that School expressly permits the University to use School's name and logo in University marketing materials in accordance with the agreed upon marketing and promotional plan.

8.2 The University will provide a link to a University website to assist students and employees with enrollment and will provide information to School to be used in furtherance of this Agreement.

8.3 The University will provide information to prospective students as to the admission requirements, required course of study, costs, expected time commitment, and other information a prospective student may find useful in selecting and applying for a course of study. University will make such presentation either in person or virtually in the University's discretion at no cost to School or any prospective student.

8.4 Any external communications, including press releases, social media, website postings, emails and marketing materials produced provided to the other pursuant to this Agreement must be approved by both parties before being released publicly. Additionally, any external communications, including press releases, social media, website postings, emails and marketing materials provided pursuant to this Agreement may not be revised, modified or re-formatted in any way without the prior written consent of the other.

9. Term and Termination:

9.1 This Agreement shall remain in effect until terminated ("Term"). Any party may terminate this Agreement, with or without cause, upon thirty (30) days written notice to the other. If either party believes that this Agreement might violate any law or regulation, adversely affect its accreditation, or its license or exemption issued by a Federal or State educational board or commission, the effected party may immediately terminate this Agreement upon written notice to the other.

- 9.2 In the event this Agreement is terminated, the Benefits will no longer be available to School and its Eligible School Employees.
- 9.3 In the event this Agreement is terminated, Eligible School Employees enrolled in the University as of the termination date will be responsible for payment of all fees and tuition costs (at the then current tuition rate) for their next course and the remainder of their degree program in accordance with University financial policies and procedures.
10. **FERPA:** Each party agrees to abide by and comply with the Family Education Rights and Privacy Act, as amended ("FERPA"). Any additional information requested and/or provided by one party to the other under this Agreement will be subject to FERPA and all applicable laws and regulations.
11. **Admissions Evaluation:** All students are subject to the University's admission policies and all other policies and procedures as set forth in the University's Student Handbook and Academic Catalog. The University will evaluate applications for admission in accordance with its usual standards for admissions.
12. **Provision of Educational and Administrative Services:** Notwithstanding any other provision of this Agreement, the University's relationship with its students as well as any other matter concerning the provision or delivery of educational or administrative services to such students, regardless of whether such students are School's employees or otherwise, shall be governed pursuant to the terms of the University's policies and procedures then in effect, including, but not limited to, those published in the applicable University Catalog.
13. **Notice:** Notices under this Agreement shall be deemed to have been given on the date actually received when personally delivered or when sent electronically to the signatory followed by written confirmation sent by mail. The notice address for each party is in the opening paragraph and email addresses provided for below, and may be changed by giving notice as provided herein. All written notices provided to the University must copy the office of the University General Counsel.
14. **General Provisions:** This Agreement does not create any rights, title, or interest for any person or entity other than School or the University. Each party acknowledges that the relationship with the other is that of an independent contractor and nothing in this Agreement shall be construed to create a partnership, joint venture, or agency relationship between the parties. If any provision of this Agreement is held by any court or other tribunal to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. Each party agrees to abide by all applicable Federal and State laws. Each individual executing this Agreement on behalf of another entity represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of said entity and that this Agreement is binding upon said organization in accordance with this Agreement's terms. Unless expressly stated otherwise in the SOW, if there is a conflict between this Agreement and any SOW, the terms and conditions in this Agreement shall govern the parties' obligations.
15. **Counterparts and Electronic Signature.** The parties may execute this Agreement in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. This Agreement may be executed and/or transmitted by facsimile, electronic mail of a PDF or any other electronic means of an electronic signature (e.g. DocuSign or similar electronic signature technology). Said facsimile, PDF or other electronic signature shall be deemed an original and fully enforceable and admissible in any legal proceeding. Delivery of an executed counterpart signature page by facsimile, electronic mail of a PDF or any other electronic means of an electronic signature is as effective as executing and delivering this Agreement in the presence of the other parties to this Agreement. This Agreement is effective upon delivery of one executed counterpart from each party to the other party(ies). In proving this Agreement, a party must produce or account only for the executed counterpart of the party to be charged.
16. **Entire Agreement:** This is the entire Agreement between the parties relating to the subject matter herein and supersedes any prior representations or agreements including the CCESA #22306, oral or written, and all other communications related to the subject matter; provided, however, the students enrolled in Cohorts pursuant to CCESA #22306 (collectively "Prior Cohort Agreement") may complete their program under the terms of the applicable Prior Cohort Agreement and upon completion of their applicable cohort the benefits they are receiving will cease and will no longer be available. Those students enrolled into the University under a Prior Cohort Agreement are not eligible for the Benefits set forth herein. For clarification, this does not terminate or supersede the College Articulation and Reverse Articulation Agreement between the parties.

SOLANO COMMUNITY COLLEGE DISTRICT

THE UNIVERSITY OF PHOENIX, INC.

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

Email Address

salesoperations@phoenix.edu
Email Address

EDUCATION SERVICE AGREEMENT

Solano Community College District Statement of Work

Associate Concurrent Enrollment Cohort

This Statement of Work Number X to the Education Service Agreement dated _____ by Solano Community College District ("School") and The University of Phoenix, Inc. ("University") (hereinafter Agreement) is entered into on _____ ("Issue Date") and incorporates the Agreement herein by this reference.

School Associate Degree Program:

University Bachelor Program: *Degree Program*

Modality: Online

Projected Start Date: Month, Year

Projected End Date: Month, Year

Type of Cohort: Collaborative Cohort

Premises: All courses will be taught online

Cohort Tuition: \$XXX per credit hour.

AGENDA ITEM 13.(m)
MEETING DATE July 19, 2023

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

TO: Members of the Governing Board

SUBJECT: BLUE ICON ADVISORS SCOPE OF WORK AMENDMENT

REQUESTED ACTION:

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

SUMMARY: This Amendment is to the Consulting Services Agreement between Solano Community College (“Institution”) and Blue Icon Advisors (“Blue Icon”), which was entered into on December 21, 2022. BE IT KNOWN that the undersigned parties, for good consideration, agree to the amendments outlined below. These changes shall be as valid as if part of the original agreement. This document amends the Consulting Services Agreement to add Exhibit A-2, as attached.

STUDENT SUCCESS IMPACT:

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

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

Lisa Neeley
Vice President, Student Services

PRESENTER’S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 864-7159

TELEPHONE NUMBER

Lisa Neeley
VICE PRESIDENT APPROVAL

July 3, 2023
**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

July 19, 2023
**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

CONSULTING SERVICES AGREEMENT

This Consulting Services Agreement (the "Agreement") is effective upon the date of last signature below by and between Blue Icon Advisors LLC (the "Consultant"), and **Solano Community College** (the "Institution").

WITNESSETH:

WHEREAS, Blue Icon Advisors LLC is a District of Columbia limited liability company whose single member is the National Association of Student Financial Aid Administrators ("NASFAA");

WHEREAS, Consultant, NASFAA and the Institution declare their commitment to the entire NASFAA Statement of Ethical Principles described in Exhibit B, and their resolve to eliminate fraud, waste, and abuse in the administration of student financial aid programs wherever it may be found;

WHEREAS, the Consultant has developed consulting services to assist postsecondary institutions to improve the overall quality of the financial aid administration;

WHEREAS, the Institution desires to engage the Consultant to perform certain consulting services (the "Services"), and the Consultant agrees to provide the Services to the Institution under the terms of this Agreement;

NOW THEREFORE, for mutual consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

1. SCOPE OF WORK

1.1 The Consultant will perform the Services described in Exhibit A, Scope of Work and Payment Schedule, attached hereto and incorporated herein by reference. The Consultant will perform the Services as completely and accurately as reasonably possible within the time schedule set out by Exhibit A and consistent with any quality standards provided in Exhibit A. Any material change to the Scope of Work must be approved in advance in writing by the parties.

2. FEES AND EXPENSES

2.1 The Institution will pay the Consultant for the Services the amounts provided in Exhibit A, with payments made according to the timetable in Exhibit A.

2.2. The Institution will reimburse Consultant for all reasonable travel, lodging, and other out-of-pocket expenses incurred by Consultant in performing the Services under this Agreement in accordance with policies provided in Exhibit C.

2.3 The Consultant will issue invoices to the Institution when each payment is due. The invoices will:

- a. Detail Services performed during the invoice period; or
- b. Be issued a prepayment (i.e. deposit) of Services to be performed; and
- c. Detail all out-of-pocket expenditures of the Consultant for which reimbursement is sought from the Institution.

2.4 If the Institution:

- a. Changes or cancels any on-site consulting activities, the Institution will reimburse Consultant for all travel-related change and/or cancellation fees.
- b. Changes any on-site consulting activities due to unforeseen weather-related conditions, the Institution will reimburse Consultant for one-half of all travel-related change and/or cancellation fees.

2.5 Payment is due in accordance with the terms outlined on the invoice. Discounts will not be applied for early payment and past-due payments may be charged interest at the maximum rate allowed by law.

3. INDEPENDENT CONTRACTOR

3.1 The Consultant is an independent contractor, and nothing in this Agreement will create an agency, partnership, employment, or joint venture relationship between the Institution and the Consultant or any officer, director, employee, subcontractor, or agent of the Consultant. As an independent contractor, the parties specifically acknowledge that the Services provided by Consultant to the Institution will be non-exclusive.

4. CONSENT TO SUBCONTRACT

4.1 Institution hereby consents for Consultant to subcontract Services to persons qualified and certified by Consultant to provide services on Consultant's behalf. Subcontractors are bound by written obligations of confidentiality and non-solicitation as restrictive as those set forth in this Agreement.

5. THIRD-PARTY SERVICER COVENANTS

5.1 The parties acknowledge that the Services to be provided under this Agreement may qualify Consultant as a third-party servicer under Title IV of the Higher Education Act of 1965 ("HEA"). As such, Consultant covenants to:

- a. Be jointly and severally liable with the Institution for any violation of Title IV, HEA requirements resulting from the functions performed by the servicer (34 CFR 668.25(c)(3));
- b. Comply with all applicable statutory, regulatory, and other requirements, including but not limited to statutory provisions of or applicable to Title IV of the HEA and all subsequent reauthorizations, the Federal Family Education Rights and Privacy Act, the Federal Red Flags Rule, and corresponding regulations, and all other regulatory provisions prescribed under any statutory authority, and all special arrangements, agreements, limitations, suspensions, and terminations entered into under the authority of statutes applicable to Title IV of the HEA, including the requirement to use any funds that Consultant administers under any Title IV HEA program and any interest or other earnings thereon solely for the purposes specified in and in accordance with that program (34 CFR 668.25(c)(1));
- c. Refer to the Office of Inspector General (OIG) of the U.S. Department of Education any information indicating there is reasonable cause to believe that the Institution or an applicant for Title IV, HEA funds might have engaged in fraud or other criminal misconduct (34 C.F.R. 668.25(c)(2));
- d. Confirm the eligibility of a student before disbursing Title IV, HEA funds to a student and to calculate and return any unearned Title IV, HEA funds in accordance with the provisions of 34 CFR 668.21 and 668.22 if Consultant is involved in the process of disbursing Title IV, HEA funds (34 CFR 668.25(c)(4));
- e. Return to the Institution all records, and Title IV funds (when applicable) in Consultant's possession pertaining to the Institution's participation in the program or programs if Consultant or Institution terminates the contract, if Consultant stops providing services for the administration of a Title IV program, or if Consultant files a petition under the Bankruptcy code (34 CFR 668.25(c)(5)); and
- f. Submit an annual audit of activities to the Department of Education (34 CFR 668.24(c)). Institution grants permission for Consultant to retain document samples representing the work performed, for audit purposes.

5.2 Department of Education Notice. Institution acknowledges that it is required to notify the Department of Education of all third-party servicing contracts regarding Federal Title IV funds on the Institution's Application for Approval to Participate in Federal Student Aid Programs (E-App) (34 CFR 668.25(e)).

5.3 Required Third Party Servicer Information Disclosure. The name, address, and primary phone number of Consultant, as well as the name, title, phone number, and email address of the president or chief executive officer of Consultant, are as follows:

Full Name: Blue Icon Advisors, LLC
1801 Pennsylvania Ave, NW, Suite 850
Washington, DC 20006-3606
Executive Director: Mindy Kaplan Eline
Phone Number: 202-785-6950
Email: elinem@nasfaa.org

5.4 While Consultant will make every effort to collect required documentation for the audit during the performance of the Services, Consultant may be required to request audit documentation upon or after completion of the Services. Institution will respond to such requests within five (5) business days.

6. CONFIDENTIAL INFORMATION

6.1 The Consultant acknowledges that in the course of performing Services for the Institution under this Agreement, Consultant and its officers, directors, employees, subcontractors, or agents may be exposed to information, materials, and property related to the Institution and its activities that may be confidential or proprietary, including but not limited to financial information, procedures, manuals, trade secrets, constituent information and mailing lists, software, processes, copyrights, logos, trademarks, and trade names. All information which the Institution has a reasonable basis to consider confidential, or which is reasonably treated by the Institution as being confidential, shall be presumed to be confidential.

6.2 The Consultant shall make a good faith effort to keep confidential any student information protected under the Family Education Rights and Privacy Act of 1974 (20 U.S.C. 1232g).

6.3 The Consultant will respect and maintain the confidentiality of the Institution's confidential information, using the same level of protection that the Consultant would use to protect the confidentiality of the Consultant's own confidential information, but in no event less than reasonable

care. Consultant shall not use or disclose, or cause or allow to be used or disclosed, at any time during or subsequent to the term of this Agreement, any confidential information of the Institution, whether or not developed by or included in reports or information provided by Consultant, without prior written consent of the Institution.

6.4 Consultant will require any of its employees, subcontractors, or agents assigned to perform Services for the Institution to sign a confidentiality agreement that protects the Institution's confidential information from disclosure and shall provide copies of these agreements to the Institution upon request.

6.5 Other than as provided in this Agreement, neither party shall use the other party's name, trademark, or trade name without the prior written consent of the other party. The Institution specifically authorizes Consultant to use its name, trademark, or trade name in a publicly available client list.

6.6 The Institution authorizes Consultant to include non-identifiable institutional data in empirical studies addressing the financial aid delivery system. The Institution understands the data provided will be used to develop national standards and benchmarks for financial aid administration.

6.7 Notwithstanding the foregoing, the Consultant and the Institution acknowledge that Consultant may disclose confidential information in confidence directly or indirectly to federal, state, or local government officials, including but not limited to the Department of Justice, the Securities and Exchange Commission, the Congress, and any agency Inspector General or to an attorney, for the sole purpose of reporting or investigating a suspected violation of law or regulation or making other disclosures that are protected under the whistleblower provisions of state or federal laws or regulations. Consultant may also disclose confidential information in a document filed in a lawsuit or other proceeding, but only if the filing is made under seal. Nothing in this Agreement is intended to conflict with federal law protecting confidential disclosures of a trade secret to the government or in a court filing, 18 U.S.C. § 1833(b), or to create liability for disclosures of confidential information that are expressly allowed by 18 U.S.C. § 1833(b).

6.8 The provisions of this Section 5, "Confidential Information," shall survive the termination or expiration of this Agreement.

7. CONFLICT OF INTEREST

7.1 Institution must disclose any current or future business relationship, or direct or indirect dealings, with other consulting firms (a "Conflict of Interest") which might adversely affect the Consultant or the

performance of the Services, such as hiring other firms to perform similar work as that of Consultant or with the same Institution employees. Consultant reserves the right to terminate the agreement if Consultant determines the relationship or dealings compromise its ability to effectively perform the Services.

8. OWNERSHIP

8.1 Except as otherwise specified in Exhibit A, any deliverables or other work product produced by the Consultant pursuant to Exhibit A of this Agreement will be considered “work(s) made for hire,” and the property of the Institution. To the extent that any of the Services may not, by operation of law, be considered work made for hire, this Agreement will constitute an irrevocable assignment by Consultant to Institution of the ownership of, and all rights in, the Services, including but not limited to all rights of copyright, trade secret, and trademark.

8.2 The Consultant agrees to give the Institution or its designees all assistance reasonably required to perfect its rights of ownership in the Services. If Consultant uses any subcontractors in performing the Services for the Institution, Consultant will obtain assignments of rights as necessary to convey all rights in and to the Services to the Institution as provided herein.

8.3 In performing the Services, the Consultant may use preexisting work or materials owned by the Consultant or others (“Consultant Materials”). As between Consultant and Institution, all right in and to the Consultant Materials shall remain with Consultant, and no transfer of ownership shall be affected. The Institution shall be licensed to use the Consultant Materials as specified in Exhibit A.

9. CONSULTANT INSURANCE OBLIGATIONS

9.1 The Consultant shall purchase from and maintain insurance for protection from claims which may arise out of or result from the performance of the Services. The Consultant shall pay all deductibles. This insurance shall be written for not less than limits of liability specified in this Section.

9.2 The insurance required by this Section shall be provided by an insurance company or companies lawfully authorized to conduct business in the state where the Project is located which have a policyholder’s rating of not less than “A” in the most recent edition of Best’s Rating Guide. Such insurance shall be written on an occurrence basis and shall be maintained without interruption during the term of the agreement. Consultant will not cancel, modify, or reduce coverage without thirty (30) days advance written notice.

9.3 At the Institution's request, the Consultant shall name the Institution and its agents and employees as additional insureds on all insurance policies, except the Workers' Compensation policy, via a Certificate of Insurance.

9.4 The insurance shall be written for not less than the following limits:

Commercial General Liability

- Each occurrence: \$1 million
- Medical expenses (any one person): \$10,000
- Personal and adverse injury: \$1 million
- General aggregate: \$2 million
- Products Liability or Completed Operations Aggregate: \$2 million

Automobile Liability (hired and non-owned autos only)

- Combined single limit (each incident): \$1 million

Umbrella Liability

- Each occurrence: \$5 million
- Aggregate: \$5 million

Workers Compensation and Employers' Liability

- E.L. each accident: \$1 million
- E.L. each disease - EA employee: \$1 million
- E.L. each disease - policy limit: \$1 million

Errors and Omissions

- Per claim: \$1 million
- Aggregate: \$3 million

Cyber Security

- Aggregate: \$2 million

10. TERM AND TERMINATION

10.1 This Agreement is effective on the date of last signature below, and will remain in effect until the Consultant has successfully completed the Services, and the Institution has paid the required compensation to the Consultant. Additional Services via Exhibit A may be incorporated into this

Agreement for up to three (3) years from the date of last signature below with Institution's written approval.

10.2 Either party may terminate this Agreement prior to its expiration:

- a. For material breach of the obligations of the other party by giving the other party written notice of termination, which breach has not been cured to the reasonable satisfaction of the party giving notice of termination within thirty (30) days, or such other amount of time as is reasonable under the circumstances.
- b. At any time and for any reason at either party's convenience. The terminating party must give thirty (30) days' notice of termination, or such other amount of time as is reasonable under the circumstances.

10.3 Upon receipt of such notice, Consultant shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement.

10.4 In the event of any termination, the Institution will pay for the Services performed by Consultant up to the effective date of termination. Termination of this Agreement shall not release or discharge either party from any obligation, debt (such as travel expenses), or liability which shall have previously accrued and remains to be performed upon the date of termination.

10.5 Notwithstanding audit documentation requirements outlined in Section 5, upon expiration or termination of this Agreement, each party will promptly delete, destroy, or return to the other party all of the other party's data, lists, records, confidential information, and any other property of whatever nature or kind, and regardless of format or medium, including any copies, except as otherwise authorized in writing by the other party. The Consultant will also provide to the Institution all incomplete Services or work in progress that was intended to be delivered as part of Exhibit A.

11. ASSIGNMENT

11.1 This Agreement is binding on the parties, and on their successors and assigns, provided that neither party may assign this Agreement, except to an affiliate, without the prior written consent of the other party. Any unauthorized attempted assignment by either party shall be null and void and of no force or effect.

12. NON-SOLICITATION

12.1 The Institution acknowledges that Consultant's employees, subcontractors, and/or agents who provide the Services to the Institution under the Agreement ("Restricted Staff") are key assets of Consultant. Accordingly, the Institution shall not solicit or hire or enter into an agreement with any Restricted Staff to perform independent consultation or similar services for the Institution during the term of this Agreement and for a period not less than one (1) year from the date this Agreement expires or terminates for any reason.

13. DISPUTES

13.1 The parties agree to work together in good faith to resolve any controversy or claim arising out of or relating to this Agreement or any breach thereof, including, without limitation, any claim that this Agreement or any portion thereof, is invalid, illegal or otherwise voidable. If the parties cannot come to a resolution themselves, then the controversy or claim shall be submitted to a panel of three (3) individuals, one designated by the Consultant, one designated by the Institution, and the third selected by the designees of the Consultant and the Institution. Decisions of this panel shall be final, and both parties to this Agreement agree to be bound by the panel's decision.

14. GOVERNING LAW

14.1 This Agreement shall be construed and governed by and under the laws of the District of Columbia.

15. NO THIRD PARTY BENEFICIARY

15.1 None of the provisions contained herein are intended by the parties, nor shall they be deemed, to confer any benefit on any person not a party to this Agreement.

16. INDEMNITY

16.1 Consultant agrees to indemnify and hold harmless Institution from and against any and all claims, demands, losses, damages, costs, liabilities and expenses (including, but not limited to, attorney's fees and costs of suit), actual or alleged, arising out of or in connection with the gross negligence or intentional misconduct of, or breach of this Agreement by, the Consultant.

16.2 The Institution agrees to indemnify and hold harmless Consultant from and against any and all claims, demands, losses, damages, costs, liabilities and expenses (including, but not limited to,

attorneys' fees and costs of suit), actual or alleged, arising out of or in connection with the gross negligence or intentional misconduct of, or breach of this Agreement by, the Institution.

17. NOTICES

17.1 All required notices or those which the Consultant or the Institution may desire to give shall be in writing and delivered to the other party at the following addresses:

Solano Community College

Institution Address:	4000 Suisun Valley Rd, Room 425 Fairfield, CA 94534-3197
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Institutional Contact:	Alysa Borelli, Dean of Enrollment Services
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Blue Icon Advisors, LLC	1801 Pennsylvania Ave., NW, Suite 850 Washington, DC 20006-3606
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The addresses herein given for notices may be changed at any time by either party by written notice. Certified mail or other traceable delivery service shall provide conclusive evidence of delivery.

18. WAIVER

18.1 The waiver by either party of any breach of any term, covenant or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition contained herein. The subsequent acceptance of performance hereunder by a party shall not be deemed to be a waiver of any preceding breach by the other party.

19. SEVERABILITY

19.1 In the event that any provision or part of any provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the remaining parts or provisions of this Agreement which shall continue in full force and effect.

20. SURVIVAL

20.1 Any provision of this Agreement which contemplates performance subsequent to the termination of this Agreement, including but not limited to indemnification and confidentiality obligations, will survive the expiration or termination of this Agreement for any reason.

21. COUNTERPARTS

21.1 This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and all of such counterparts shall together constitute one and the same Agreement.

22. PARAGRAPH HEADINGS

22.1 The paragraph headings contained herein are for the convenience of the parties only, and shall not for any purpose whatsoever be deemed a part of this Agreement.

23. ENTIRE AGREEMENT; AMENDMENTS

23.1 This Agreement, including Attachments, constitutes the entire agreement between the parties on the subject matter of the Agreement and supersedes all prior writings or oral agreements. This Agreement may be amended only by a writing that clearly states the amendments and is signed by both parties.

24. FORCE MAJEURE

21.1 Neither party shall be held liable or responsible to the other party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any obligation under this Agreement when such failure or delay is caused by or results from causes beyond the reasonable control of the affected party, including but not limited to fire, floods, embargoes, war, acts of war (whether war is declared or not), insurrections, riots, civil commotions, strikes, lockouts or other labor disturbances, acts of God or acts, omissions or delays in acting by any governmental authority; provided, however, that the party so affected shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either party shall provide the other party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure. The parties shall mutually seek a resolution of the delay or the failure to perform as noted above.

25. PREVAILING LANGUAGE

In the event that one or more terms in this agreement conflict with, or new language is contained within, other Institution-generated documents, such as purchase orders, terms and conditions, clickwraps, etc., the language in this agreement will prevail.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date(s) indicated below.

Solano Community College

By:  Date: 12/19/2022

Signature of Authorized Individual

Name: Susan Wheet

Please print or type

Title: VP of Finance & Administration

Please print or type

Blue Icon Advisors, LLC

By:  Date: 12/21/22

Signature of Authorized Individual

Name: Mindy Kaplan Eline

Title: Executive Director, Blue Icon Advisors

EXHIBIT A-1

Scope of Work and Payment Schedule

R2T4 Training

Solano Community College

Prepared For

Patrick Scott, Financial Aid Consultant

Proposal Date

November 21, 2022

Prepared by

Tony Erwin, Principal Consultant

Tammy Harrison, Senior Consultant

David D. Page, Senior Consultant

Mandy Sponholtz, Director of Operations

Mindy Eline, Executive Director

This scope of work is valid for ninety (90) business days from the last date listed above.

Background and Objectives

Patrick Scott, a financial aid consultant for Solano Community College, contacted Blue Icon seeking assistance with Return of Title IV Funds (R2T4) training. Scott expressed a need for staff training, as the unit has seen a high turnover in personnel which has caused compliance issues for Solano. Training is needed to properly and effectively perform this task to minimize further audit risks.

Scott also requested a Standard of Excellence Review. That scope of work will be presented in a separate document.

A well-trained financial aid staff is critical for institutional success. Blue Icon Advisors leverages NASFAA U training materials to provide foundational knowledge for your staff, customized to your school's unique population, academic calendar, and key components of aid administration.

Deliverables/Project Plan

Blue Icon will prepare and present interactive, Return of Title IV Funds training with the goal of attendees having a thorough understanding of the topic presented and how it applies to aid delivery at the institution. Training will be conducted remotely using NASFAA U materials. We recommend conducting training to prepare staff to sit for the NASFAA credential for R2T4. The credential test will be an additional charge. See the Payment Schedule section for details.

Tasks

- Review research about the institution including:
 - Public information related to the institution relevant to the selected training topics.
 - Organizational charts and aid delivery responsibilities across enrollment services units.
 - Discussions with the school.
- In collaboration with the school, develop a project plan with training date(s).
 - NASFAA U credential training provides up to 6 hours of active training time per topic that can be broken down over multiple days.
 - Read more about credentials here:
https://www.nasfaa.org/Earn_Professional_Credentials.
- Gather feedback
 - Conduct a participant feedback survey after each session

Deliverables

- Customized training plan and delivery of the selected topic.
- Present the selected training topic that includes facilitated discussion with attendees on applying the training materials to their own job functions.
- Related training materials:

- For NASFAA U topics, this proposal requires the client to download the NASFAA Self-Study Guides for each selected training topic.
 - The Self-Study Guides have an additional fee based on the school's current Standard Membership level. If you wish to upgrade your membership to Value or Value Plus, please visit https://www.nasfaa.org/Institutional_Membership.
- For remote training sessions, Blue Icon will record each training session and provide a link to view the recording for the school to use via an Unlisted video on YouTube. Please see the Materials and Limited Use Rights policy below for additional information. Because training materials will become outdated over time, videos will be available online for 12 months.

Blue Icon Advisors Team

Mindy Eline, Executive Director

Mandy Sponholtz, Director of Operations

Tony Erwin, Principal Consultant

Tammy Harrison, Senior Consultant

David D. Page, Senior Consultant

Karen Hanley, Senior Project and Resource Manager

Sarah Austin, Project and SOE Manager

Joel Carstens, Project Manager

Precious Ward, Operations and Project Associate

John Cage, Independent Consultant

You may read more about our team members and their qualifications online:

https://www.nasfaa.org/blueicon_team.

Timeline

The following *estimated* timeline is based on the services as outlined above. Actual dates (including any known Consultant blackout dates) for key events and milestones will be disclosed after contract signing. Adjustments to the schedule will be determined collectively between the institution and Blue Icon Advisors.

(Timeline continues below)

<i>Project Element</i>	<i>Estimated Timeline</i>
Determine final schedule	2 weeks prior to training session
Research	Prior to the training session, as applicable
Prepare training materials including visuals and participant guides.	Prior to the training session
Provide interactive training sessions	TBD
Provide recording link for remote sessions	1 week after session; available for 12 months

Payment Schedule

The fees for this project are outlined in the chart below. Blue Icon will provide an invoice upon contract signing. All invoices are payable in accordance with the terms with the Agreement.

Fee Summary and Description	Remote Training Cost: First Session	Repeat Training Session of the Same Topic
Credential training, per session	\$5,000 per topic	50% of First Session Cost

Note: The cost of the credential exam for training attendees is not included in the training cost outlined above. Read more: https://www.nasfaa.org/Earn_Professional_Credentials

Validity

This scope of work is valid for ninety (90) business days from the last date on the cover page. Contact Blue Icon if you have concerns about the time frame.

Blue Icon Advisors Responsibilities

We will provide the following:

- Highly qualified Consultant(s) to execute the project with oversight from a Project Manager with Blue Icon.
- A record of time spent on the project for the Institution's review.
- A final project evaluation.
- The backing of NASFAA's experience as a trusted advisor to the financial aid community for over 50 years.

Institution Responsibilities

The Institution will provide the following to Blue Icon, as applicable for the work:

- Prompt responses to the Consultant's inquiries.
- Time and personnel to facilitate the project.
- Time with staff to schedule meetings and other interviews.
- Requested data and/or information by the deadline dates established by the Consultant(s).
- Timely approval of user access to all hardware, software, and systems (e.g. laptop, videoconferencing, student information systems, databases) required for remote consultation.

Project Commencement

Prior to project launch Blue Icon Advisors will provide a Consulting Agreement (contract) for the Institution's review and approval. The project will commence when Blue Icon Advisors receives a ratified Consulting Agreement, along with initial payment, and will advance according to the project timeline.

Materials and Limited Rights

Blue Icon will provide the Institution with an electronic copy of the relevant project materials (e.g. training documents, project templates). The Institution may, at its own expense, provide participants with paper copies if it chooses. The school may share the electronic or print version of the materials with current employees and future employees once they begin employment. The institution agrees not to distribute materials to anyone who is not an active member of the staff at the time the materials are shared. Permission to share materials outside of the institution must be obtained in writing from Blue Icon Advisors.

Glossary

Consultant Materials: pre-existing work or materials owned by the Blue Icon Advisors LLC or NASFAA and non-transferrable to the Institution. The Consultant Materials may include:

- NASFAA and Blue Icon training materials. This includes a prohibition on:
 - Recording or simulcasting all or any part of the training.
 - Sharing photos of the training on the Internet (e.g. social media, public website).
 - Sharing the electronic training materials with others who are not active employees at the institution.

Consultant: For the purpose of this Scope of Work only, the lead person performing the work on your project. When Consultants work as part of a team, one will be assigned as the Team Lead.

Project Manager: A staff member with Blue Icon Advisors who oversees the project. Every project is assigned a Project Manager.

EXHIBIT B

NASFAA's Statement of Ethical Principles

Revised November 2017

The primary goal of the financial aid professional is to help students achieve their educational goals through financial support and resources. NASFAA members are required to exemplify the highest level of ethical behavior and demonstrate the highest level of professionalism. The following guidelines were last updated by NASFAA's Board of Directors in November 2017.

We, financial aid professionals, declare our commitment to the following Statement of Ethical Principles.

Financial aid administrators shall:

Advocate for students

- Remain aware of issues affecting students and continually advocate for their interests at the institutional, state and federal levels.
- Support federal, state and institutional efforts to encourage students, as early as the elementary grades, to aspire to and plan for education beyond high school.

Manifest the highest level of integrity

- Commit to the highest level of ethical behavior and refrain from conflict of interest or the perception thereof.
- Deal with others honestly and fairly, abiding by our commitments and always acting in a manner that merits the trust and confidence others have placed in us.
- Protect the privacy of individual student financial records.
- Promote the free expression of ideas and opinions, and foster respect for diverse viewpoints within the profession.

Support student access and success

- Commit to removing financial barriers for those who want to pursue postsecondary learning and support each student admitted to our institution.
- Without charge, assist students in applying for financial aid funds.
- Provide services and apply principles that do not discriminate on the basis of race, gender, ethnicity, sexual orientation, religion, disability, age, or economic status.
- Understand the need for financial education and commit to educate students and families on how to responsibly manage expenses and debt.

Comply with federal and state laws

- Adhere to all applicable laws and regulations governing federal, state, and institutional financial aid programs.
- Actively participate in ongoing professional development and continuing education programs to ensure ample understanding of statutes, regulations, and best practices governing the financial aid programs.
- Encourage colleagues to participate in the financial aid professional associations available to them at the state, regional, or national level and offer assistance to other aid professionals as needed.

Strive for transparency and clarity

- Provide our students and parents with the information they need to make good decisions about attending and paying for college.
- Educate students and families through quality information that is consumer-tested when possible. This includes (but is not limited to) transparency and full disclosure on award notices.
- Ensure equity by applying all need-analysis formulas consistently across the institution's full population of student financial aid applicants.
- Inform institutions, students, and parents of any changes in financial aid programs that could affect their student aid eligibility.
- Strive to ensure that cost of attendance components are developed using resources that represent realistic expenses.

Protect the privacy of financial aid applicants

- Ensure that student and parent private information provided to the financial aid office by financial aid applicants is protected in accordance with all state and federal statutes and regulations, including FERPA and the Higher Education Act, Section 483(a)(3)(E) (20 U.S.C. 1090).
- Protect the information on the FAFSA from inappropriate use by ensuring that this information is only used for the application, award, and administration of aid awarded under Title IV of the Higher Education Act, state aid, or aid awarded by eligible institutions.

EXHIBIT C

Blue Icon Advisors Travel Expense Policy

Revised: July 2021

The following guidelines govern officer, director, employee, subcontractor, or agent (“Consultants”) expenses.

General – Expenses associated with Consultants activities must be accompanied by required receipts including airline tickets, hotel bills, taxis, parking, meals, etc. Travel claims should be filed within two (2) weeks of a site visit or meeting.

Transportation-Airline – Consultants are asked to make flight reservations as soon as site visit dates are confirmed to obtain the lowest fares using economy class. Fares exceeding \$500 are subject to prior approval by the Director of Operations at Blue Icon Advisors. If the Institution changes or cancels activities requiring Consultants travel, the Institution will cover the penalty costs involved. When traveling by air, individuals shall travel coach class except in those cases when scheduling difficulties or other considerations make first class travel necessary. Exceptions for first class travel must be approved in advance by the Director of Operations.

Automobile – Reimbursement for the use of a private automobile will not exceed the “business” amount [allowed by the IRS](#). Normally, this reimbursement should not exceed the cost of coach airfare. In circumstances when the use of a car is preferred for personal reasons, reimbursement for mileage will be limited to the above.

Rental Car – Use of a rental car must be approved by the Director of Operations in advance of its use.

Taxi or Ferry – Ground transportation costs to and from the institution or meeting and lodging facilities shall be approved, provided they are reasonable. All transportation costs must be supported by receipts. If parking charges are incurred, receipts must be submitted for charges in excess of \$3.

Hotel Accommodations – Reservations will generally be made for one (1) night proceeding the days on site. If additional nights are required, or if individual plans change, Consultants are required to contact the hotel as soon as possible to avoid paying for unused rooms.

Meals – Blue Icon Advisors adheres to the [Domestic Per Diem Rates](#) as specified by the U.S. General Services Administration (GSA). Consultants who pay for a group meal will be reimbursed at the appropriate per diem rate. For restaurant meals, please submit both the itemized receipt (reflecting number of guests and itemized food/drink) and credit card payment slips, per IRS rules.

Tips – Reasonable tips to hotel and transportation personnel will be reimbursed. Tips for meals should be included in the costs of meals.

Reimbursement Of Special Expenses – Consultants may encounter some additional expenses in coordinating the site visit, such as postage or confidential shredding. Written receipts are required.

Miscellaneous Expenses – Any miscellaneous expenses above the \$3 allowance must be supported by receipts.

Alcoholic Beverages – Costs for alcoholic beverages are a personal expense and are not reimbursable.