

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

TO: MEMBERS OF THE GOVERNING BOARD

SUBJECT: CONSENT CALENDAR - HUMAN RESOURCES

REQUESTED ACTION: APPROVAL

EMPLOYMENT 2023-2024

Regular Assignment

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Adriel Ceja	Custodian	08/21/2023
Stephen Lepera	Interim Director, Simulation Center & Allied Health Programs	08/14/23-06/30/24
Alexis Long	Early Learning Center Specialist	08/08/2023
Melinda McKinnon-Holmes	Custodian	08/28/2023

Adjunct Assignment

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Ali Abed	Adjunct Chemistry Instructor (not to exceed 67%)	08/10/23-12/15/23
Rachel Kia	Adjunct Nursing Instructor (not to exceed 67%)	08/10/23-12/15/23

Reassignment

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Alisa Lind	From Payroll Asst to Payroll Generalist	09/01/2023
Handel Malone	From Purchasing Technician to Purchasing Generalist	07/01/2023
Laura Scott	From Purchasing Technician to Purchasing Generalist	07/01/2023

Salvatore Abbate
Human Resources

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

August 4, 2023

August 16, 2023

Date Submitted

Date Approved

Change in Assignment

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Hugo Campos	From Principal Research & Data Analyst to Info Analyst	08/07/2023

Short-Term/Temporary/Substitute

<u>Name</u>	<u>Assignment</u>	<u>Fund/Grant</u>	<u>Effective</u>	<u>Amount</u>
Sheila Agno	Nursing Skills Lab	General	08/14/23 - 05/31/24	\$78.90/hr.
Larry Bartlow	Student Svcs Asst II	SEA Fund	07/01/23 - 06/30/24	\$18.91/hr.
Lance Barnett	Special Project	General Fund	08/11/23 - 12/31/23	\$26.00/hr.
Seth Bernardo	Lab Tech Mechatronics	Perkins V	08/01/23 - 12/30/23	\$20.17/hr.
Alexa Cobolong	Student Svcs Asst II	SEA Fund	07/01/23 - 06/30/24	\$18.91/hr.
Kerry Dill	Special Project	Perkins	08/17/23 - 05/31/24	\$26.00/hr.
Allen Fleming	Special Project	SEA Fund	07/01/23 - 06/30/24	\$26.00/hr.
Fred Gray	Non-Sworn Public Safety Officer	General Fund	07/01/23 - 06/30/24	\$26.00/hr.
Henry Ingle	Non-Sworn Public Safety Officer	General Fund	07/01/23 - 06/30/24	\$26.00/hr.
Wamuiru Irvin	Special Project Revision	General Fund	07/01/23 - 06/30/23	\$35.00/hr.
Anastacia Lamba	Administrative Asst III	Rising Scholars	08/17/23 - 04/01/24	\$18.91/hr.
Zyra Larot	Financial Aid Systems Analyst	BFAP 2% Funds	08/17/23 - 06/30/24	\$21.58/hr.
Edgar Mangubat	Custodian	General Fund	08/17/23 - 06/30/24	\$16.58/hr.
Rome Jairus Magalong	Learning Resources Technician I	General Fund	08/01/23 - 06/30/24	\$17.31/hr.
Maegan Moraes	AAMP Outreach Spec	Perkins V	08/14/23 - 05/23/24	\$19.75/hr.
Maegan Moraes	SPMD Outreach Spec	Perkins V	08/14/23 - 05/23/24	\$19.75/hr.
Marilyn Nguyen	Student Svcs Asst II	SEA Fund	07/01/23 - 06/30/24	\$18.91/hr.
Michael Rowe	Non-Sworn Public Safety Officer	General Fund	07/01/23 - 06/30/24	\$26.00/hr.
Bryon Scott	Student Svcs Asst II	SEA Fund	07/01/23 - 06/30/24	\$18.91/hr.
Sarah Seguin	Student Svcs Asst II	SEA Fund	07/01/23 - 06/30/24	\$18.91/hr.
Cody Vig	Special Projects	SEA Fund	07/01/23 - 06/30/24	\$26.00/hr.
Lauren Visser	Accounting Technician	General Fund	08/17/23 - 06/30/24	\$20.62/hr.
Angel Verdejo	Student Svcs Asst II	SEA Fund	07/01/23 - 06/30/24	\$18.91/hr.
Curley Wikkeling-Miller	Center for Educational Excellence Development	Culturally Responsive P&P	07/01/23-08/10/23	\$69.35/hr.
Bryant Williams	Sworn Sergeant	General Fund	07/01/23-06/30/24	\$41.75/hr.

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

TO: Members of the Governing Board

SUBJECT: WARRANTS – JULY 2023

REQUESTED ACTION:

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

SUMMARY:

7/3/2023	AP Vendor Payments	11120505 - 11120550	\$4,318,468.92
7/3/2023	CP Vendor Payments	11120551 - 11120554	\$4,742.94
7/3/2023	QC Vendor Payments	11120555	\$495.20
7/3/2023	QE Vendor Payments	11120556 - 11120562	\$181,004.50
7/6/2023	AP Vendor Payments	11120563 - 11120604	\$292,815.44
7/6/2023	CP Vendor Payments	11120605	\$113.00
7/6/2023	QD Vendor Payments	11120606 - 11120613	\$68,430.17
7/6/2023	QE Vendor Payments	11120614 - 11120617	\$223,316.49
7/13/2023	AP Vendor Payments	11120618 - 11120653	\$248,225.83

CONTINUED ON NEXT PAGE:

STUDENT SUCCESS IMPACT:

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

<i>Ed. Code: 70902 & 81656</i>	<i>Board Policy: 3240</i>	<i>Estimated Fiscal Impact: \$10,232,099.00</i>
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SUPERINTENDENT’S RECOMMENDATION: **APPROVAL** **DISAPPROVAL**
 NOT REQUIRED **TABLE**

Susan Wheat
Vice President, Finance and Administration

PRESENTER’S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7209

TELEPHONE NUMBER

Susan Wheat, Finance and Administration

VICE PRESIDENT APPROVAL

August 3, 2023

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

August 16, 2023

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

SUBJECT: WARRANTS – JULY 2023

REQUESTED ACTION:

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

SUMMARY:

7/13/2023	CP Vendor Payments	11120654	\$6,701.11
7/13/2023	QD Vendor Payments	11120655 - 11120659	\$227,607.00
7/13/2023	QE Vendor Payments	11120660 - 11120667	\$236,496.97
7/19/2023	QD Vendor Payments	11120668 - 11120674	\$546,857.35
7/19/2023	QC Vendor Payments	11120675 - 11120676	\$44,217.29
7/21/2023	AP Vendor Payments	11126077 - 11120741	\$809,359.37
7/21/2023	CP Vendor Payments	11120742 - 11120743	\$27,512.50
7/21/2023	QD Vendor Payments	11120744 - 11120746	\$385,319.83
7/21/2023	QE Vendor Payments	11120747 - 11120750	\$1,387,589.06
7/28/2023	AP Vendor Payments	11120751 - 11120857	\$1,220,599.37
7/28/2023	CP Vendor Payments	11120858 - 11120860	\$2,226.66
Total Vendor Payments			\$10,232,099.00

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: PERSONAL SERVICES AGREEMENTS AND CONTRACT
 RENEWALS UNDER \$50,000**

REQUESTED ACTION: APPROVAL

PERSONAL SERVICES AGREEMENTS

**Academic Affairs
David Williams, Vice President**

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Nicole Sylvester	Consultant will conduct 3 workshops to offer insight and practice in the areas of stress and worry management, mindfulness practice, meditation, breathwork, body and emotional awareness development, yoga-Pilates, and practical journaling.	08/10/23-1/09/23	Not to Exceed \$960.00

**Student Services
Lisa Neeley, Vice President**

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
ABC Health & Safety	Consultant to provide CPR and First Aid Training in support of the Foster Kinship Care Education (FKCE) Program. Consultant to provide all materials and certification cards.	08/16/23 - 06/30/24	Not to Exceed \$6,000.00
Richard Delaney	Consultant to provide zoom and in person workshops for the Foster Kinship Care Education (FKCE) Program. Topics include food hoarding, soiling, defiance, lying, trauma, animal cruelty, ADAPT, and supporting caregivers. Consultant to provide all materials and handouts.	08/16/23 - 06/30/24	Not to Exceed \$5,500.00

Human Resources

Salvatore Abbate, Director

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Barber & Gonzales LLC	Consultant to prepare and facilitate the Interest-Based Approach to problem solving training	09/01/23 - 06/30/24	Not to Exceed \$75,000.00

CONTRACT SERVICES AGREEMENTS RENEWALS

Finance and Administration
Susan Wheat, Vice President

<u>Name</u>	<u>Description</u>	<u>Fund</u>	<u>Effective</u>	<u>Amount</u>
Strata Information Group, Inc.	SOW: Annual DegreeWorks consulting and support; up to 60 hours at \$165 per hour	General	07/01/23 06/30/24	Not to Exceed \$9,900.00
Strata Information Group, Inc.	Annual Banner Finance consulting and support; up to 100 hours at \$165 per hour	General	07/01/23–06/30/24	Not to Exceed \$16,500.00
Strata Information Group, Inc.	Annual Banner Student support; up to 30 hours at \$165 per hour	General	07/01/23–06/30/24	Not to Exceed \$4,950.00
Wasp Barcode Technologies	Vendor to import DB or spreadsheet data into the cloud or on-premises software. Includes 10 licenses for asset tracking software, 1 computer, 1 barcode scanner, 1 label printer, ribbons, and remote training	General	07/19/23–08/31/23	Not to Exceed \$7,619.62

Susan Wheat
Vice President,
Finance & Administration

August 3, 2023

Date Submitted

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

August 16, 2023

Date Approved

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

TO: Members of the Governing Board

SUBJECT: DONATIONS

REQUESTED ACTION:

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

SUMMARY:

<u>NAME AND ADDRESS</u>	<u>ITEM AND ESTIMATED VALUE</u>	<u>RECEIVING DEPARTMENT</u>
Falcon critical Care Transport 1600 S Main Street Ste 215 Walnut Creek, CA 94596	2017 Ford E-350 Ambulance \$5,500.00	Health Sciences - EMT

Acceptance of this donation 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: \$ In Kind Gifts</i>
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SUPERINTENDENT'S RECOMMENDATION:	<input checked="" type="checkbox"/> APPROVAL	<input type="checkbox"/> DISAPPROVAL
	<input type="checkbox"/> NOT REQUIRED	<input type="checkbox"/> TABLE

Susan Wheet
 Vice President, Finance & Administration

PRESENTER'S NAME

4000 Suisun Valley Road
 Fairfield, CA 94534

ADDRESS

707 864-7299

TELEPHONE NUMBER

Susan Wheet
 Finance & Administration

VICE PRESIDENT APPROVAL

August 2, 2023

**DATE SUBMITTED TO
 SUPERINTENDENT-PRESIDENT**

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

August 16, 2023

**DATE APPROVED BY
 SUPERINTENDENT-PRESIDENT**



DONATIONS TO SOLANO COMMUNITY COLLEGE DISTRICT

(Required form to be completed and submitted by individuals who wish to donate goods and/or services to Solano Community College District. Potential donors will receive written notification from the designated District Office of acceptance or non-acceptance of donations. Acceptance of all donations is subject to program applicability and operations, storage, and other factors, at the discretion of the District.

~~PLEASE PRINT LEGIBLY~~

DONOR NAME: Falcon Critical Care Transport, LLC **TITLE:** Tyler Coats, CEO

BUSINESS/
AGENCY NAME: Falcon Critical Care Transport **TYPE OF BUSINESS:** LLC
(If applicable)

ADDRESS: 1600 S Main St, Ste 215 **CITY, STATE, ZIP:** Walnut Creek, CA 94596

CONTACT E-MAIL: tcoats@falconcct.com **CONTACT TEL. #** 831-295-3005

INTENDED RECIPIENT: (School/Dept. Name or Individual Recipient) Solano Community College
(acceptance subject to approval by the District)

TYPE OF DONATION: (check one)

Prospective donations of computers, media equipment, computer supplies, software, and/or other computer or media related materials and/or equipment also require review and pre-approval by the Chief Technology Officer, or designee.

Goods (includes equipment, supplies, materials, other tangibles). Description must include year, make, model and current quality of operation and condition/appearance. This is a box ambulance named Terrie, which is a 2017 Ford E-350

Estimated retail value of these goods: ~~\$10,000~~ \$5,500

Services (specialized volunteer, other non-employee, vendor or contractor services). Description must include specific type of volunteer or other work or services, names and contact information of donors, and total time to be donated, subject to District approval _____

District support needed/installation or maintenance _____

Cost of maintaining donation _____

REQUIRED DONATION APPROVALS

Recipient School/Dept. Administrator (or Designee): Health Sciences / EMT

Shirley Hudson Title: Dean, Health Sciences

Donation(s) Accepted Donation(s) Not Accepted Date: 08/16/23

Comments: _____

APPROVAL SIGNATURES

1. _____ Date _____
Chief Technology Officer

2. _____ Date _____
Associate Vice President, Human Resources

3.  _____ 07/25/2023
Vice President, Finance and Administration Date

4.  _____ 7/25/2023
Vice President, Academic Affairs Date

5. _____ Date _____
Chief Student Services Officer

6.  _____ 7/25/23
Superintendent-President: Date

Date Donation(s) Accepted and Board-approved on: 08/16/2023

Follow-up to Board approval: _____ Delivery Date: _____ Location: _____

Date thank you letter sent: _____

RC/ea

Comments/Attachments

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: UPDATED CLASSIFIED, CSEA JOB DESCRIPTION:
AERONAUTICS LAB TECHNICIAN

REQUESTED ACTION:

- Information OR Approval
 Consent OR Non-Consent

SUMMARY:

The following job description is presented for Governing Board approval. It updates a classified, CSEA position. Under the direction of the division Dean, this position will provide administrative and technical support in the operation of an instructional lab and assist students in the proper and effective checking in and out of a variety of equipment and supplies used in the training of Airframe and Powerplant Mechanics; order, receive and store supplies and maintain a variety of records and reports. This position will be placed at Range 14 on the CSEA salary schedule.

STUDENT SUCCESS IMPACT:

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

<i>Ed. Code: 88009</i>	<i>Board Policy: 4010, 4720</i>	<i>Estimated Fiscal Impact: \$55,056.54 Plus Benefits Yearly</i>
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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

August 16, 2023

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

August 4, 2023

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

**SOLANO COMMUNITY COLLEGE DISTRICT
CLASS SPECIFICATION**

CLASS TITLE: Aeronautics Lab Technician

BASIC FUNCTION: Under the direction of the division Dean, provide administrative and technical support in the operation of an instructional lab and assist students in the proper and effective checking in and out of a variety of equipment and supplies used in the training of Airframe and Powerplant Mechanics; order, receive and store supplies and maintain a variety of records and reports.

DISTINGUISHING CHARACTERISTICS: The Instructional Lab Technician class is distinguished from the Instructional Lab Assistant class in that incumbents assigned to the class of Instructional Lab Technician provide clerical support as well as oversee a complex instructional laboratory and must possess extensive technical or academic training and experience in assigned field. Incumbents work independently and provide instructional assistance to students and instructors in an instructional laboratory designated for a specific academic or vocational subject area. ~~Instructional Lab Assistants provide clerical support such as preparing instructional materials, maintaining statistical or financial records related to lab activities, ordering supplies and equipment and providing basic assistance to students about lab procedures, schedules and other matters, and they are trained on the job and do not need previous training or experience in the area of instruction.~~

REPRESENTATIVE DUTIES:

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

Operate an instructional **Aeronautics** lab to provide reinforcement of instruction of the processes, techniques and equipment used in the field of aeronautics; maintain equipment, assuring good working order and availability for student use.

Maintain lab schedules; plan, schedule, organize and conduct lab orientation for students and staff as assigned; monitor student activities in the lab.

Control the circulation of supplies, materials and equipment to students and instructors by checking items in and out, maintaining appropriate records and inventories and ordering replacement items as necessary according to approved procedures.

Provide administrative and technical information and assistance to students, instructors and the public about Federal Aviation Agency (FAA) regulations and requirements; assist the ~~Director of Aeronautics~~ with FAA examinations by proctoring and grading exams.

Maintain and control the Hazardous Materials program and arrange for disposal per the district guidelines. Be proficient in the operation of and be certificated to operate a forklift in confined spaces. Be proficient and experienced in the ground operation of GA aircraft and engines on test cells.

Prepare student files, ~~microfiche~~ and administrative/curriculum manuals for FAA inspections; work closely with students to keep their files current and to assist students with supplies for their lab work; evaluate student files for graduation; monitor and post timecards, exams and required FAA background data; assure that appropriate safety procedures are observed by students.

Type, assure the duplication of, file or distribute a variety of correspondence, requisitions, minutes, reports, course proposals, exams, manuals, certificates and other material; maintain calendars, logs and other documentation.

Train and provide work direction to student workers when conducting tool room inventory, general office work or other assigned duties.

Propose expenditures for the lab budget; assist in evaluating and selecting tools, equipment, supplies and materials for purchase; contact vendors for information and demonstrations of new or updated products; monitor expenditures of budgeted funds.

Order, receive, catalog, inventory and store supplies and equipment; maintain inventory records and assure adequate levels of supplies, including FAA materials such as administrative forms, exams and books; report FAA monthly exam counts.

Perform routine service and repairs to aircraft and equipment used in the hangar for instruction.

Perform clerical duties including data entry and filing; answer telephone inquiries; maintain records and files related to lab activity, student attendance and progress, correspondence, purchase requisitions, invoices, parts lists, material safety data sheets, inventory and equipment maintenance and repair.

Secondary Functions:

Perform job-related duties as assigned.

MINIMUM QUALIFICATIONS: To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

EDUCATION AND EXPERIENCE: Satisfactory completion of 1900 hours of major course work as an aviation maintenance technician from a certified institution and/or Airframe and Powerplant License ~~desirable~~ **is required (Per Part 147 Operations manual Section B).** Two years of work experience (general, airframe and powerplant) as a qualified aircraft mechanic or recent experience in a similar position at an accredited school.

AND

Commitment to diversity. All applicants must have demonstrated sensitivity to and understanding of the diverse academic, socioeconomic, cultural, disability, gender, gender identity, sexual orientation, and ethnic backgrounds of community college students, faculty and staff. The applicant must be able to demonstrate how their experience with these factors relates to successfully achieving the goals of the position.

LANGUAGE SKILLS:

Ability to read and interpret documents such as safety rules, operating and maintenance instructions, and procedure manuals.

Ability to write routine reports and correspondence using correct English usage, grammar, spelling, punctuation and vocabulary.

Ability to effectively present information in person or on the telephone to students, staff or the public.

MATHEMATICAL SKILLS:

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

REASONING ABILITY:

Ability to solve practical problems and deal with variables in situations where only limited standardization exists.

Ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form.

Ability to deal effectively with problems involving several elements in regular situations.

Ability to learn quickly and apply specific rules, policies and procedures of the program and function to which assigned.

OTHER SKILLS AND ABILITIES:

Demonstrate knowledge of:

Modern office practices, procedures and equipment, including letter and report writing, record-keeping, receptionist and telephone techniques.

General needs and behavior of students of various ethnic, racial and cultural backgrounds.

Record-keeping techniques.

Operate ~~mainframe~~ networked personal computer workstation ~~computer terminals~~ and

using the latest application software programs microcomputers including word processing, data base management and spreadsheet software.

Operate office equipment including copier, calculator, facsimile machine and others.

Operate an electronic keyboard at ~~55~~ **30-35** words per minute.

Format, type, proofread and distribute documents and other ~~written~~ materials in various formats.

Meet schedules and timelines.

Maintain accurate statistical and financial records.

Plan and organize work.

Establish and maintain effective and cooperative working relationships with others.

Work confidentially with discretion.

~~Demonstrate a sensitivity to relate to persons with diverse socio-economic, cultural, and ethnic backgrounds, including the disabled.~~

Work independently with minimal supervision.

Assist students in understanding and applying basic principles for the area to which assigned.

Perform assigned work with speed and accuracy.

Work independently with minimum supervision.

Learn new and updated equipment, processes and techniques as required.

Perform clerical work, including taking and transcribing minutes of meetings, record-keeping, using modern office practices, procedures and equipment, including a personal computer.

Health and safety regulations.

Assure the security of assigned equipment, materials and supplies.

Issue and receive equipment and supplies.

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, employees in this classification are regularly required to walk and stand, 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, speak clearly and distinctly to answer telephones and to provide information, and hear to understand voices over telephone and in person. The employee may be required to climb and use a 15-foot ladder or staircase.

Employees assigned to this classification frequently must lift, carry and/or move objects weighing up to ~~25~~ **50** pounds.

Specific vision abilities required for positions assigned to this classification include close vision (clear vision at 20 inches or less), ~~color vision (ability to identify and distinguish colors)~~, ability to adjust focus (ability to adjust the eye to bring an object into sharp focus).

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 instructional lab office environment. While performing the duties of this classification, the employee regularly is subjected to frequent interruptions and exposed to the risks of computer-generated video radiation **and encounter various chemicals and materials that may be classified as hazardous.** The work environment is moderately noisy, **and the work environment may or may not be temperature controlled.**

RDC/zg

Board approved: 6/19/96, 8/16/23

Revised: 6/20/07, 8/17/11, **7/12/2023**

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT WITH UNLIMITED SECURITY
 SPECIALISTS, INC. TO PROVIDE UNARMED SECURITY
 SERVICES**

REQUESTED ACTION:

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

SUMMARY: The Board is being asked to approve a one-year agreement with Unlimited Security Specialists Inc, (USS) to provide unarmed campus security services.

Attached is the contract and 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: \$173,680.00</i>
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SUPERINTENDENT’S RECOMMENDATION: **APPROVAL** **DISAPPROVAL**
 NOT REQUIRED **TABLE**

Susan Wheat
 Vice President, Finance & Administration

PRESENTER’S NAME

4000 Suisun Valley Road
 Fairfield, CA 94534

ADDRESS

707 864-7209

TELEPHONE NUMBER

Susan Wheat
 Finance & Administration

VICE PRESIDENT APPROVAL

August 3, 2023

DATE SUBMITTED TO

SUPERINTENDENT-PRESIDENT

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

August 16, 2023

DATE APPROVED BY

SUPERINTENDENT-PRESIDENT



UNLIMITED SECURITY SPECIALISTS INC.

SECURITY SERVICES AGREEMENT

This Agreement made **July 17, 2023** by and between **Unlimited Security Specialists Inc. (USS)** and ; **Solano Community College at 4000 Suisun Valley Road, Fairfield, CA 94534 (Client)**.

The Parties Agree as Follows:

Client requests that **USS** furnish Client, on the terms and subject to the conditions of this Agreement, the services of **USS Personnel (Security Agents)** and related equipment at Client's premises located at **4000 Suisun Valley Road, Fairfield, CA. 94534**.

The number of Security Agents, the times at which Security Agents shall render services to Client, the equipment to be furnished by **USS** and the rates and amount to be paid by Client to **USS** for such services and equipment are set forth in the Schedule of Charges for Security Services and Equipment which is on the last page of this Agreement. **Unlimited Security Specialists Inc.** is providing such services and equipment subject to all of the terms and conditions hereof.

Unlimited Security Specialists Inc. will render invoices to Client every week, or longer intervals as **USS** and Client agree to in writing. The first billing period for said services will begin ~~May 1, 2023~~ and shall continue until ~~April 30, 2024~~.

July 1, 2023

June 30, 2024

Invoices will be dated by **USS** the first Monday of each month and are due and payable in full by Client upon receipt. It shall be presumed that all invoices mailed to Client are received by Client within two days of mailing. All amounts not paid within net 30 days of the date of invoice will be deemed overdue, and will bear late charges at the lower of 2% per month or the maximum percentage allowed by law.

This Agreement shall not be binding on **USS** unless accepted in writing by an authorized agent of **USS**, and is terminable at any time by **USS** or Client upon 30 days of written notice to the other party.

SECURITY SERVICE

The services to be rendered under this Agreement by **USS** shall be in conformity with written operating procedures (Post Orders) mutually agreed upon by Client and **USS**. If, at the request of Client, Security Agents are assigned duties other than those agreed to by **USS**, Client shall assume any and all liability arising there from. Post Orders are subject to change as required by Client and must be communicated to **USS** in writing. **Unlimited Security Specialists Inc.** will remove from service, as soon as qualified replacement is available, any officer who, in **USS** opinion, is not qualified to perform the work assigned.

If Client takes exception to any services performed hereunder or claims that **USS** has failed to perform any services, such exception or claim must be submitted in writing to **USS** within five business days or services in question shall be deemed accepted by Client.

PERSONNEL

Client authorizes and empowers **USS** personnel, including but not limited to Security Agents, to enter onto and into the Premises for the purpose of rendering services pursuant to this Agreement and all other purposes and activities reasonably related thereto. Client warrants and represents that it is in legal possession of the Premises, or that it is duly authorized to enter into this Agreement and make the authorization set forth in this paragraph, on behalf of the person or entity in legal possession of the premises.

All Security Agents and other personnel of **USS** are the employees or agents solely of **USS**, and not the Client. **Unlimited Security Specialists Inc.** reserves the right to hire, suspend, discipline or discharge any and all of its Security Agents and other **USS** personnel. If Client is dissatisfied with the services of a particular Security Agent and if Client notifies **USS**, in writing or Via Email, of its dissatisfaction, then so long as such dissatisfaction is reasonable, **USS** shall endeavor to replace such Security Agent with another Security Agent as soon as practicable. **Unlimited Security Specialists Inc.** is acting solely as an independent contractor.

Client agrees not to employ, directly or indirectly, any person who has been employed by **USS** within 120 days following the last day **USS** employed such person. In the event Client breaches this provision, then, in addition to any and all other remedies to which **USS** shall be entitled, Client agrees to pay **USS** forthwith the sum of Three Thousand Dollars (\$3,000.00) per person to cover **USS** recruitment, screening and training costs.

If additional personnel/coverage is desired by Client after the rate effective hereof, the rate to be charged hereunder will be agreed to at that time.

BILLING, TERMS AND RATES

Client hereto agrees that **USS** shall have the right to increase the hourly rates provided for herein at any time or times after the expiration or one year from the date hereof, upon giving Client written notice 30 days in advance of the effective date of such increase. If Client desires not to pay such increased charge, Client must notify **USS** in writing 10 days prior to the effective date of any such increase. Failure by Client to give **USS** such notice shall be deemed agreed to by Client to the increased rates. Notwithstanding anything to the contrary herein, in the event the direct labor cost of **USS** is increased by virtue of any increase in state or federal minimum work rates, other legislation, regulation or taxes, **USS** may increase its rates to reflect such increase. In addition, the rates may be increased in the event of any strike or emergency conditions which render the services more difficult to provide. A 1.5% rate increase will automatically be applied at the beginning of each calendar year, starting in 2024

PROPERTY

Client acknowledges and agrees that this Agreement is for the providing of services only, that all equipment furnished by **USS** pursuant to this Agreement shall be for the use of **USS** personnel, that title and possession of such equipment shall remain in **USS** at all times, and that the personnel **USS** may enter onto and into the Premises at any time for the purpose of removing any or all such equipment. Removal of any or all such equipment shall be without prejudice to the rights of **USS** to the collection of all amounts due under this Agreement.

LIMITS OF LIABILITY

Client acknowledges that **USS** is not an insurer, and that the security services provided hereby do not constitute maximum security. The security services are intended to act only as a deterrent and to provide only a degree of security to carry out the written operating procedures or Post Orders. The amounts payable to **USS** under this Agreement are not based upon the value of the Client's property, nor the property of others located in or about Client's premises. The services provided under this Agreement are solely for the benefit of Client and neither this Agreement nor any services rendered hereunder shall create or be deemed to create any rights in any other party as a third party beneficiary. Client agrees to indemnify and hold **USS** harmless against any and all claims by such third parties. **Unlimited Security Specialists Inc.** shall maintain Workers' Compensation Insurance covering its Security Officers and other personnel engaged in the furnishing of services under this Agreement. In addition, **USS** shall maintain for its own protection Comprehensive General Liability and Automobile coverage (\$2,000,000). **Unlimited Security Specialists Inc.** shall not be liable for any claim, demand or liability resulting in whole or part from any negligent or willful act of Client, or any of Client's employees, officers, directors or representatives.

TERMINATION AND RIGHTS

If Client shall fail to pay any amount hereunder within 30 days after the same is due and payable, or if Client shall fail to perform any other provision hereof within 10 days after USS shall have requested in writing the performance thereof, or if any proceeding in bankruptcy, receivership of insolvency shall be commenced by or against Client or Client's property, or if Client makes any assignment for the benefit of creditors, USS shall have the right, without prior notice to Client, immediately to terminate this Agreement and cease rendering all services to Client hereunder, and USS shall be entitled to recover the existing amount due from Client and all other sums to which USS may be entitled under law, and shall be entitled to remove from the Premises all equipment furnished by USS located or installed thereon. Removal of any such equipment or the cessation of any such services supplied by USS shall not be a breach by USS of this Agreement or a waiver by USS of any damages or rights.

Client agrees to pay USS the reasonable costs incurred by USS in collection of any amounts owed by Client, or in enforcing any other rights of USS hereunder, including, in the event USS institutes legal proceedings to collect such amounts or enforce such rights, reasonable attorney's fees and disbursement incurred in such proceedings.

Unlimited Security Specialists Inc. assumes no liability for delay or interruption of the services of any personnel of USS due to strikes, riots, floods, fires, acts of the public enemy, terrorism or any cause beyond the control of USS , or any act of God or matter of force majeure.

Any controversy or claim arising out of or relating to this Agreement, or breach thereof, shall be settled at arbitration in accordance with the Commercial Arbitration Rules of American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Such arbitration shall take place in **Los Angeles California**.

Any party hereto may obtain any provisional remedy, including but not limited to an attachment in any court of competent jurisdiction, without waiving the right to arbitration.

In the event any of the terms or provisions of this Agreement shall be invalid or inoperative, all of the remaining terms and provisions shall remain in full force and effect.

This Agreement is intended by the parties as a final expression of their agreement and is a complete and exclusive statement of the terms thereof. This Agreement supersedes all prior representations, understandings and agreements of the parties and the parties rely upon the contents of this Agreement in executing it. This Agreement can only be modified by an agreement signed by the parties. No waiver of a breach of any term or condition of this Agreement shall be construed to be a waiver of any succeeding breach of any other term or condition of this Agreement.

This Agreement shall be governed by, and its terms construed in accordance with, the laws of the **California**.

This Agreement contains no implied terms. Nothing herein shall be deemed to be for the benefit of any person or entity not a party hereto.

Any notices, demands or other communications required or desired to be given hereunder by any party hereto shall be in writing and shall be deemed to have been given if delivered personally, delivered by a reputable overnight courier, or sent by registered or certified mail, return receipt requested (deposited in postage prepaid) to the party at the address set forth at end of this Agreement (unless and until a party shall give notice of change of address and such new address shall be the place to which notices, demands or other communications can be delivered or mailed).

Unlimited Security Specialists Inc. is an Equal Opportunity Employer, and provides a drug-free workplace. All Clients are expected to comply with the regulations that pertain to both.

1. HOURS OF GUARD SERVICE

Coverage Schedule

10:00PM-6:00AM One (1) Unarmed Guard (Monday-Friday)

6:00AM-2:00PM One (1) Unarmed Guard (Sat & Sun)

2:00PM-10:00PM One (1) Unarmed Guard (Sat & Sun)

10:00PM-6:00AM One (1) Unarmed Guard (Sat & Sun)

Regular unarmed guard, hourly rate will be \$38.00 per hour. Estimated weekly total for Solano Community College with an unarmed guard is \$3,3440.00. Please note, this is only an estimate as hours usually fluctuate or may include a holiday.

The Overtime rate is for each hour of service rendered by each Security Officer in excess of eight hours on any single shift within a 24-hour period or in excess of 40-hours in any single week. For each security officer who is required to appear in court or at a deposition as a witness as a result of an occurrence at Client's facility, USS shall bill Client at the Overtime rate for the amount of hours the Security Officer is required to be present in court, plus parking charges and travel time to and from court.

The Holiday rate is for services by each Security Officer on any of the following holidays: **New Year's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve.**

Equipment Billing

Client also acknowledges and agrees that this Agreement is for the providing of services only, that all equipment furnished by USS pursuant to this Agreement shall be for the use of USS personnel, that title and possession of such equipment shall remain in USS at all times.

CLIENT HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT AND HAS READ AND UNDERSTOOD THE TERMS AND CONDITIONS HEREOF.

Solano Community College
BY: 
Authorized Signature

Susan Wheet
Signer's Name

VP of Finance & Administration
Signer's Title

Date 07/24/2023

Pending final approval by the Governing Board on 8/16/23

Unlimited Security Specialists Inc.
BY: 
Authorized Signature

Joe Cardona
President

Signer's Title

Date 7/27/23

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

TO: **Members of the Governing Board**

SUBJECT: **RESOLUTION 22/23-38 REQUESTING THE BOARDS OF SUPERVISORS OF SOLANO AND YOLO COUNTIES TO ESTABLISH TAX RATE FOR BONDS OF SOLANO COMMUNITY COLLEGE DISTRICT EXPECTED TO BE SOLD DURING FISCAL YEAR 2023-24, AND AUTHORIZING NECESSARY ACTIONS IN CONNECTION THEREWITH**

REQUESTED ACTION:

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

BACKGROUND:

An election was held in the Solano Community College District on November 6, 2012 for the issuance and sale of general obligation bonds of the District for various college facility improvements in the maximum amount of \$348,000,000 (the “Measure Q”). The District has previously issued five series of bonds under Measure Q. The schedule for issuing the next series of bonds authorized under Measure Q (the “Bonds”) currently anticipates selling such Bonds after the time that the Auditor-Controllers of Solano and Yolo Counties (the “Counties”) calculate the taxes to be levied for District bonded debt during FY 2023-24.

Continued on next page

STUDENT SUCCESS IMPACT:

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

Ed. Code: 70902 (b)(6)81450-81460 Board Policy: 3320 Estimated Fiscal Impact: 0

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
Vice President, Finance & Administration

VICE PRESIDENT APPROVAL

November 4, 2022

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

November 16, 2022

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: RESOLUTION 22/23-38 – RESOLUTION REQUESTING THE
BOARDS OF SUPERVISORS OF SOLANO AND YOLO
COUNTIES TO ESTABLISH TAX RATE FOR BONDS OF
SOLANO COMMUNITY COLLEGE DISTRICT EXPECTED TO
BE SOLD DURING FISCAL YEAR 2023-24, AND AUTHORIZING
NECESSARY ACTIONS IN CONNECTION THEREWITH**

BACKGROUND (continued):

Therefore, this Resolution is being brought before the Board of Trustees now to formally request that, pursuant to Education Code Sections 15252-15254, the Boards of Supervisors of the Counties adopt a tax rate and levy a tax for the Bonds. The tax rate will be based upon an estimated debt service schedule prepared or caused to be prepared by the District. The Resolution further authorizes the District officials to file a certified copy of the Resolution with the Boards of Supervisors of the Counties and to deliver copies of the Resolution to the respective Auditor-Controller and Treasurer and Tax Collector of the Counties. Adoption of this Resolution is necessary to ensure that property taxes are levied during fiscal year 2023-24 for the payment of the Bonds. The Bonds are expected to be sold during fiscal year 2023-24 in the estimated amount of \$30 million.

RECOMMENDATION:

Staff recommends approval of Resolution No. 22/23-38

RESOLUTION NO. 22/23-38

RESOLUTION REQUESTING THE BOARDS OF SUPERVISORS OF SOLANO AND YOLO COUNTIES TO ESTABLISH TAX RATE FOR BONDS OF SOLANO COMMUNITY COLLEGE DISTRICT EXPECTED TO BE SOLD DURING FISCAL YEAR 2023-24, AND AUTHORIZING NECESSARY ACTIONS IN CONNECTION THEREWITH.

WHEREAS, this Board of Trustees (the “Board”) of the Solano Community College District (the “District”), located in Solano and Yolo Counties (the “Counties”), California, is authorized to, and intends to, issue a series of its bonds for purposes authorized by the voters of the District on November 6, 2012 (“Measure Q”);

WHEREAS, the Boards of Supervisors of the Counties are required to take action approving a tax rate for payment of indebtedness of the District during Fiscal Year 2023-24, and it is the responsibility of the Auditor-Controller of the respective Counties to calculate the several tax rates for the respective Board of Supervisors’ action thereon;

WHEREAS, this Board has determined that it is not possible or advisable to sell the District’s bonds in time to permit each of the Auditor-Controllers, or other appropriate officials of the Counties to calculate the tax rates necessary to pay debt service on such bonds in order that such tax rates may be reflected on 2023-24 property tax bills of taxpayers in the District;

WHEREAS, the Education Code provides that the Board of Supervisors of each county shall annually, at the time of making the levy of taxes for county purposes, estimate the amount of money required to meet the payment of the principal of and interest on the bonds authorized by the electors of the District and not sold, and which the Board of Trustees of the District informs the Board of Supervisors in their belief will be sold before the next tax levy, and further provides that said Board of Supervisors shall levy a tax sufficient to pay the principal and interest so estimated; and

WHEREAS, this Board deems it necessary and desirable to issue a series of the District’s bonds during Fiscal Year 2023-24, as authorized by Government Code Section 53506 *et seq.*, and that each of the Counties levy a tax for payment on debt service estimated to come due on such bonds during Fiscal Year 2023-24, and believes that said bonds will be sold during said Fiscal Year.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF SOLANO COMMUNITY COLLEGE DISTRICT:

Section 1. Recitals. All of the above recitals are correct.

Section 2. Estimate of Tax Levy. The Superintendent/President or the Vice President, Finance and Administration of the District, or such other officer of the District as either authorized officer may designate (each, an “Authorized District Representative”), are hereby authorized and directed to prepare, or cause the municipal advisor or underwriters to the District, to prepare, an estimate of all payments of principal and interest which shall become due on a series of Measure Q bonds of the District expected to be sold prior to the making of the tax levy for Fiscal Year 2023-24,

and to cause the debt service schedule so prepared to be provided to the Boards of Supervisors and the Auditor-Controllers of the Counties and to any other officers of the Counties responsible for preparing the tax levy for bonds of the District and for levying said tax. The District estimates that the sale of its next series of bonds shall be in an estimated aggregate amount of \$30 million, an amount within the District's authorized but unissued bond allowance, and shall be issued during Fiscal Year 2023-24.

Section 3. Request to Counties to Levy Tax. The Boards of Supervisors of the Counties are hereby requested, in accordance with Education Code Sections 15252-15254, to adopt a tax rate for bonds of the District expected to be sold during Fiscal Year 2023-24, based upon the estimated debt service schedule prepared by officers of the District, and to levy a tax in Fiscal Year 2023-24 on all taxable property in the District sufficient to pay said estimated debt service. The proceeds of such tax shall be deposited into the debt service fund of the District established pursuant to the Education Code for bonds of the District.

Section 4: Application of Tax Proceeds. In the event that the bonds of the District are not sold during Fiscal Year 2023-24, or sold in such amount and on such terms that the proceeds of the tax requested in Section 3 hereof, or any portion thereof, are not required for payment of debt service due on the bonds, or payment of other outstanding bonds of the District payable from the debt service fund of the District, this Board hereby requests that each of the Auditor-Controllers, or other appropriate official of the respective Counties cause the remaining proceeds of the tax to be held in the debt service fund and applied to debt service on outstanding bonds of the District coming due in Fiscal Year 2024-25.

Section 5. Filing of Resolution. The Secretary of this Board is hereby authorized and directed to file forthwith a certified copy of this Resolution with the Clerk of the respective Boards of Supervisors of the Counties, and to cause copies of this Resolution to be delivered to each of the respective Auditor-Controller and the Treasurer-Tax Collector of the Counties.

Section 6. Further Authorization. The President of this Board, the Secretary of this Board, or any Authorized District Representative, shall be and they are hereby authorized and directed to take such additional actions consistent with the intent of this Resolution in connection with the sale of the bonds of the District, which any of them deem necessary and desirable to accomplish the purpose hereof.

Section 7. Effective Date. This resolution shall take effect from and after its adoption.

PASSED AND ADOPTED this 16th day of August, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

President of the Board of Trustees of the
Solano Community College District

Attest:

Secretary to the Board of Trustees of the
Solano Community College District

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

TO: **Members of the Governing Board**

SUBJECT: **CONTRACT AWARD TO AEDIS ARCHITECTS FOR
CONSULTING SERVICES FOR THE DISTRICT
STANDARDS UPDATE**

REQUESTED ACTION:

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

SUMMARY:

Board approval is requested for approval of a program level consulting services contract to Aedis Architects for review and revision/updating of the District Standards documents. The current Standards were originally approved on April 2, 2014 with revisions approved on February 18, 2015, March 16, 2016, February 21, 2018, and April 3, 2019. Additional standards have been developed since the April 2, 2014 Standards, including but not limited to Telecom Standards, Interior Signage Standards and Wayfinding Signage Standards. All Standards documents are included in this review and updating 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: Modernization of existing instructional space.

Ed. Code: NA Board Policy: NA Estimated Fiscal Impact: \$180,540.00 Measure Q Funds

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

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

PRESENTER’S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 863-7855

TELEPHONE NUMBER

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

VICE PRESIDENT APPROVAL

August 7, 2023

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

Dr. Celia Esposito-Noy
Superintendent-President

August 16, 2023

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AWARD TO AEDIS ARCHITECTS FOR
CONSULTING SERVICES FOR THE DISTRICT
STANDARDS UPDATE**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

The updated Standards will be presented to the Board of Trustees for adoption at a future Board of Trustees meeting.

The scope of work is for the review, assessment and updating of all current District Design Standards. The information from the review and assessment will be used to make recommendations on and create new guidelines that address Districtwide Standards and Campus/Center specific Standards as applicable. The updated Standards will be used as a reference for all future capital projects implemented by the District and as such they need to be updated, transformed, and expressive of the District's core values, opportunities, and expression of the individual campuses.

A Request for Qualifications and Proposal (RFQ/P) was issued to the Architectural Services Pool consultants as well as several other firms known to the District to have worked on design standards projects. One (1) proposal was received from Aedis Architects. The proposal was reviewed by a committee and evaluated on personnel, experience, scope of services provided, design approach and methodology, schedule, price and other miscellaneous considerations such as past experience with the District, opportunities or scope enhancements, and the SLDB (Small, Local, and Diverse Business) Program. Aedis Architects' proposal was deemed to be fair and appropriate for the scope of this project.

Aedis Architects is recommended for award of a contract for the consulting services for the District Standards Update Project. The Board is asked to approve a consulting services contract with Aedis Architects in the amount not to exceed \$180,540.00.

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 AMENDMENT #2 TO PB ELECTRIC, INC.
FOR DESIGN-BUILD CONSTRUCTION SERVICES FOR
THE SUBSTATION #3 & #4 REPLACEMENT PROJECT**

REQUESTED ACTION:

- Information OR Approval
 Consent OR Non-Consent

SUMMARY:

On November 16, 2022 the Board approved a Construction Services contract to PB Electric, Inc. (PBE) to provide Design-Build Construction Services for the Substation #3 & #4 Replacement Project on the Fairfield Campus.

Board approval is now requested for Amendment #2 to increase the Final Guaranteed Maximum Price (GMP) with the incorporation of additional scope related to the reconfiguration of underground electrical infrastructure routed to Substation #5.

CONTINUED ON THE NEXT PAGE

STUDENT SUCCESS IMPACT:

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

Ed. Code: NA Board Policy: NA Estimated Fiscal Impact: \$186,060 Measure Q Funds

SUPERINTENDENT’S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

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

PRESENTER’S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 863-7855

TELEPHONE NUMBER

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

VICE PRESIDENT APPROVAL

August 7, 2023

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

August 16, 2023

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AMENDMENT #2 TO PB ELECTRIC, INC.
FOR DESIGN-BUILD CONSTRUCTION SERVICES FOR
THE SUBSTATION #3 & #4 REPLACEMENT PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

Since the incorporation of the GMP into the contract, PB Electric, Inc. (PBE) was requested to provide a cost proposal for the enhancement of the Pad Mounted Switch in the existing scope of the project (adding an additional “5th Way”), and services to relocate the conduit pathways feeding Substation #5 concurrently with this project. The 5th switch module will enable the District to further isolate the five (5) load centers on campus for any number of outage conditions, and minimize the impact to campus facilities in the future. Relocation of the Substation #5 feeder in question incorporates substation #5 into the Five Way High Voltage Switch for isolation control. Additionally, it supports the final phase of substation infrastructure work with new cable feeding substation #5 in advance of its replacement. Relocating the feed will also allow the Fairfield Campus to utilize the open field east of Building 1700B (South of Building 1900) for future campus expansion. The work includes the installation of a spare conduit. This is a fiscally advantageous opportunity for the District to incorporate these critical infrastructure adjustments into this project, and support future expansion of the campus. An increase to the contract value of \$186,060 is requested to support the completion of the project.

\$ 8,755,763.00	Previous Contract Amount
<u>\$ 186,060.00</u>	Proposed Amendment #2
\$ 8,941,823 .00	New Contract Amount

The Board is asked to approve this contract Amendment #2 to PB Electric, Inc. in the amount of \$186,060.

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

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: CONTRACT AMENDMENT #1 TO HMR ARCHITECTS
FOR ADDITIONAL PROFESSIONAL SERVICES FOR THE
FAIRFIELD CAMPUS EARLY LEARNING CENTER
MODERNIZATION PROJECT

REQUESTED ACTION:

Information OR Approval
 Consent OR Non-Consent

SUMMARY:

On October 6, 2021 the Board approved a professional services contract to HMR Architects for architectural services for the Fairfield Campus Early Learning Center Modernization Project.

Board approval is now requested for Amendment #1 to increase the original professional services Agreement with HMR Architects for additional design services needed for the Project.

CONTINUED ON THE NEXT PAGE

STUDENT SUCCESS IMPACT:

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

Ed. Code: Board Policy: Estimated Fiscal Impact: \$5,750 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

August 7, 2023

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

August 16, 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 HMR ARCHITECTS
FOR ADDITIONAL PROFESSIONAL SERVICES FOR THE
FAIRFIELD CAMPUS EARLY LEARNING CENTER
MODERNIZATION PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

During the course of construction of the new Early Learning Center building, additional project scope was identified by the project stakeholders. The current building layout includes an open concept central kitchen between adjacent children's classrooms. After further consideration by the project Stakeholders this layout would cause issues with noise transference and light transference between the separate classrooms. These issues would disrupt the classes and nap schedules. This area will need to be further enclosed with new full height walls and full height doors to remedy these issues.

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

\$ 152,000.00 Original Contract Amount
\$ 5,750.00 Proposed Amendment #1
\$ 157,750.00 New Contract Amount

The Board is asked to approve this contract Amendment #1 to HMR Architects in an amount not to exceed \$5,750.00.

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

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

TO: Members of the Governing Board

SUBJECT: CHILD CARE CENTER PARTNERSHIP CONTRACT

REQUESTED ACTION:

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

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

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 25, 2023

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

August 16, 2023

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**



CHILD CARE CENTER PARTNERSHIPS ANNUAL CONTRACT

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

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

Term: the term of this agreement shall commence on August 1, 2023 through July 31, 2024. The enrollment date for children, whereupon invoicing can begin is August 14, 2023. This agreement shall continue annually subject to the right of each party to terminate this agreement by notification in writing by either party providing at least 30 days of notice. Both parties may exercise an option to renew this contract on an annual basis for a period of five years through August 31, 2024.

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

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

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

The Provider agrees to:

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

1. Provider will remain in compliance with applicable licensing laws and regulations. Provider will supply a copy of the following to be on file at the Child Start Administration Office location:
 - Childcare license issued by the State of California.
 - Proof of annual renewal of license (payment stub or receipt).
 - Proof of Liability Insurance in the amount of \$1,000,000 and endorsing Child Start as an additional insured under the Provider's liability policy.
 - Evidence of a tuberculosis clearance for the Provider and assistant(s) (if applicable) not older than 3 years prior to contract signing. If a Provider's employee is hired after contract signing, Provider must provide evidence of a tuberculosis clearance not older than 12 months for the new employee within 30 days of the date of hire.
 - Evidence of vaccination for pertussis and measles for the Provider and all employees. A statement from a physician that states the Provider and/or employee is already immune to measles/pertussis or that there is a medical reason not to vaccinate the Provider/employee may be accepted.
 - Live Scan clearance (for all caregivers) within the last two years.
 - Proof of Lead Testing Certification of water in licensed child care center and/or every 5 years after the date of the first test
2. Operate a child care center on a non-discriminatory basis, providing equal treatment and services without regard to race, color, creed, religion, national origin, ancestry, physical or mental disabilities, or sex.
3. Provide safe environments that meet the following Head Start performance standards:
 - Provider shall maintain an environment that is safe from hazards, and provides sufficient indoor and outdoor area for the number of children present.
 - The child care facility must be safely supervised by licensed providers or assistants at all times when children are present.
 - Provider shall provide and maintain a fire extinguisher that is certified annually and easily accessible; working smoke detectors located on each story,

corridors, sleeping rooms and recreation areas; a well-supplied first aid kit, and emergency and evacuation plans that are easily identifiable by adults.

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

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

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

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

15. Adhere to all educational requirements, including but not limited to those required by Head Start Performance Standards, California Community Care Licensing regulations, and Child Start. Providers who do not currently meet these educational requirements must enroll in a program to obtain a Child Development Associate Teacher permit, or an Associate's or Bachelor's degree in child development or early childhood education within six (6) months of beginning service provision. The program must include three (3) infant/toddler units. In addition, providers must acquire the CDA credential, Associate's, or Bachelor's degree within 18 months of beginning service provision. If a Provider has an Assistant(s), the individual must meet the qualifications for a California Child

Development Assistant Permit, and obtain the Permit within 12 months of contract signing.

16. Provider shall not transport HS/EHS-CCP program children at any time, except in the case of an emergency. An emergency would be due to fire or earthquake where home is damaged and children need to be moved to a safer location.
17. Licensing Visits and Type A Violations: Provider must notify the EHS-CCP Program Manager of any announced or unannounced licensing visit. If Provider receives a Type A Violation or is issued a Provisional License, Provider **must** notify Child Start within **one business day** of notification from Community Care Licensing. Provider becomes subject to an internal review by Child Start to determine a Provider's contract status, which can include Provisional Status or Termination.
18. Enrollment of Program Children: Provider shall enroll in his/her child care center no more children than the number authorized by his/her current Child Care Center License and Head Start Performance Standards. Provider agrees that Child Start is not obligated to fill any vacant slots not deemed part of the EHS-CCP or HS contract. Provider shall notify the Child Start representative within twenty-four (24) hours of any changes or status of children (such as a family losing subsidy, family drops from the program or requests extended leave) enrolled in the EHS-CCP or HS program.
 - Early Head Start regulations concerning enrollment are as follows: No more than eight (8) children can be enrolled in each classroom and the teacher ratio must be equal to or less than one (1) teacher per four (4) children (1:4).
 - Head Start regulations concerning enrollment are as follows:
 - No more than seventeen (17) children can be enrolled in each classroom if the class serves a majority of three year old children and the teacher ratio must be equal to or less than two teachers per seventeen children (2:17).
 - No more than twenty (20) children can be enrolled in each classroom and the teacher ratio must be equal to or less than one (1) teacher per ten (10) children (1:10). A size waiver of 45 CFR 1302.21(b) to serve up to 24 Head Start four year old children in one classroom may be approved by the Office of Head Start, conditioned upon Provider meeting the following requirements:
 - Provider must maintain 35 square feet of space per child;
 - Provider must meet State DOE Title V State Preschool staffing requirements with a paid staff ratio of one adult for every eight children;
 - Provider must meet Head Start classroom teacher credentialing requirements prescribed by Section 648A of the Improving Head Start for School Readiness Act; and
 - Provider must ensure classrooms serve predominately four or five-year-old children throughout the school year.
 - Provider agrees to reserve any contracted HS/EHS-CCP slots for children and families who are dually eligible for State subsidy and HS/EHS for 15 days.

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

Child Start agrees to:

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

- If the Provider provides less than 11 days of service during any given month, Child Start will pay for each day of service based on the daily rates defined in *Table 3: Daily Rate for Vacancy or Partial Month of Service*.
2. Child Start agrees to pay for costs associated with meeting the EHS education qualifications and credential requirements of the Provider and/or Provider's staff working directly with HS/EHS-CCP children, not to exceed the amount of \$500.
 3. In addition to the above payments, Child Start agrees to provide diapers, gloves, changing table paper, wipes and oral health supplies for the enrolled children. Furthermore, if a child has a diagnosed special need requiring special supplies or equipment, Child Start will provide the necessary supplies and equipment to the Provider.
 4. Child Start agrees to make available ongoing training, support and evaluation to assist Provider in making substantial gains towards meeting program goals and/or meeting his/her responsibilities pursuant to this Agreement. This includes, but is not limited to regular visits (scheduled and unannounced) during hours of operation.
 5. To provide copies of Head Start Performance Standards, forms and samples of record-keeping systems to ensure compliance with Head Start guidelines.
 6. To assist in recruiting families in need of child care and Head Start/Early Head Start-Child Care Partnership services, as well as to verify HS/EHS-CCP eligibility and to conduct required HS/EHS enrollment paperwork of eligible families. In addition, Child Start agrees to provide information to parents that explain HS/EHS-CCP services, requirements and expectations. (For provider to be authorized to be paid for services, only authorized Child Start personnel may verify eligibility and enroll children in the HS/EHS-CCP program.)
 7. To make available the following services to Provider:
 - Technical assistance, coaching and mentoring to Provider in the provision of educational services.
 - Include Provider and Provider's Staff in all Child Start Staff Development opportunities to include specialized training in curriculum and family advocacy.
 - Work in collaboration with Provider and Provider's Staff to assist with the referral process.
 - Provide support with all necessary emergency/safety plans.
 - Provide health resource information and ensure program Coordinators are available for support and technical assistance.
 8. To provide Early Head Start parents the opportunity to enroll their children in another Child Start Early Head Start program, if the Provider is no longer contracting with Child Start.

General Provisions:

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

omissions or those of its officers, employees, or agents pursuant to this Agreement, including any negligent or intentional acts on their part. This provision shall survive the performance of this Agreement and shall remain in full force and effect notwithstanding such performance.

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

This Agreement of Services for Licensed Child Care Centers between the Child Start HS/EHS-CCP program and Solano Community College shall be effective on August 1, 2023 and shall remain in force until July 31, 2024.

APPROVED BY:
Child Start Incorporated

APPROVED BY:
Solano Community College

Juan Cisneros, Executive Director
439 Devlin Road
Napa, CA 94558
P: 707-252-8931 ext. 2854
E: jcisneros@childstartinc.org

Celia Esposito-Noy, Superintendent President
4000 Suisun Valley Road,
Fairfield, CA 94534
P: 707-864-7120
E: celia.esposito-noy@solano.edu

Date: _____

Date: _____

EXHIBIT "A" ASSURANCES

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

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

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

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

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

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

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

**EXHIBIT “B”
CONTRACT RATES FOR CHILD CARE CENTERS**

Table 1: Monthly Rate for Children with Child Care Subsidies

County	Birth to 3 Years EHS-CCP	3 through 5 Years Head Start
Napa County	\$571.88	\$416.10
Solano County	\$571.88	\$411.50

Table 2: Monthly Rate for Children without Child Care Subsidies

County	EHS-CCP	Head Start
Napa County (0 to 24 months)	\$1,992.18	\$0.00
Napa County (2 through 5 years)	\$1,527.40	\$1,1449.53
Solano County (0 to 24 months)	\$1,804.98	\$0.00
Solano County (2 through 5 years)	\$1,337.81	\$1,257.63

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

County	Children without Subsidies	Children with Subsidies
Napa County (0 to 24 months)	\$104.14	\$25.99
Napa County (2 through 5 years)	\$76.68	\$18.91
Solano County (0 to 24 months)	\$91.53	\$25.99
Solano County (2 through 5 years)	\$64.81	\$18.70

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

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

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

Contract Duration After Facility Upgrade	Repayment Percentage
If Child Start or Provider terminate contract in less than one year (0 to 12 months)	100% repayment is due
If Child Start or Provider terminate or decide not to renew contract between 1 to 2 years	80% repayment is due
If Child Start or Provider terminate or decide not to renew contract between 2 to 3 years	60% repayment is due
If Child Start or Provider terminate or decide not to renew contract after 3 to 4 years	40% repayment is due
If Child Start or Provider terminate or decide not to renew contract after 4 to 5 years	20% repayment is due
If Child Start or Provider terminate or decide not to renew contract after 5 years	0% repayment is due

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

TO: Members of the Governing Board
SUBJECT: PROPOSED 2023-2024 DISTRICT BUDGETS

REQUESTED ACTION:

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

SUMMARY:

Susan Wheat, Vice President of Finance and Administration will present information for the District’s 2023-2024 budgets. The public hearing and adoption of these official 2023-2024 budgets is scheduled for the Governing Board meeting on Wednesday, September 6, 2023 as follows:

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

The proposed 2023-2024 District Budgets may be viewed on the Finance and Administration website: http://www.solano.edu/finance_admin/district_budget.php

STUDENT SUCCESS IMPACT:

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

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

Susan Wheat
 Vice President, Finance & Administration

PRESENTER’S NAME

4000 Suisun Valley Road
 Fairfield, CA 94534

ADDRESS

707 864-7209

TELEPHONE NUMBER

Susan Wheat
 Finance & Administration

VICE PRESIDENT APPROVAL

August 3, 2023

**DATE SUBMITTED TO
 SUPERINTENDENT-PRESIDENT**

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

August 16, 2023
**DATE APPROVED BY
 SUPERINTENDENT-PRESIDENT**



SOLANO
COMMUNITY COLLEGE

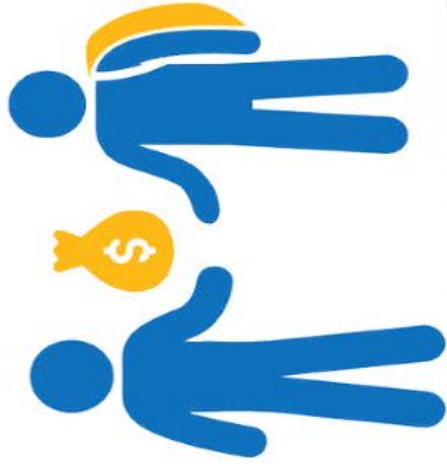


ADOPTED BUDGET PRESENTATION

2023-24

The SCFF focuses resources on a student's full journey

Connection to Aid
Supplemental Allocation for enrollment of low-income students and for connecting them to financial aid.



Support Along Journey to Success
Success Allocation for supporting students through successful achievement in several metrics.



Core Tenets

- Access
- Equity
- Student Success
- Equitable Success

Additionally:

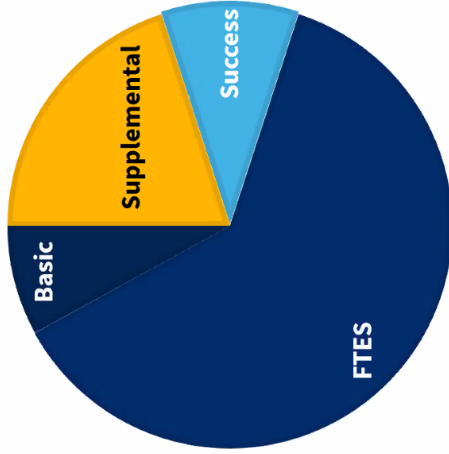
- Recognizes changing demographics

Student Centered Funding Formula

I. Base = Basic + FTES

II. Supplemental

III. Success



SCFF Overview

The SCFF consists of three components:

I. Base Allocation

- Basic Allocation - relies primarily on college and center size based on prior year (PY) data and current
- FTES Allocation – relies primarily on current year (CY) Full Time Equivalent Student (FTES) enrollment

II. Supplemental Allocation

- Based on PY headcounts:
- AB 540, California College Promise Grant, and Pell Grant recipients

III. Student Success Allocation

Based on an average of three prior years of data:

- Associate Degrees for Transfer
- Associate Degrees
- Baccalaureate Degrees
- Credit Certificates
- Transfer Level Math and English
- Transfer to a Four Year University
- Nine or More CTE Units
- Regional Living Wage

Additional calculated revenue if metrics are achieved by Pell or Promise Grant recipients



	Estimated Year-End 2022-23	Tentative Budget 2023-24	Proposed Adopted Budget 2023-24
REVENUES:			
Base Allocation (FTES & Basic Alloc.)	\$ 44,385,330.00	\$ 52,813,122	\$ 48,764,617
Supplemental Allocation	\$ 8,482,775.00	\$ 9,926,398	\$ 9,180,060
Student Success Allocation	\$ 6,167,502.00	\$ 7,208,735	\$ 6,663,853
Sub Total	\$ 59,035,607.00	\$ 69,948,255	\$ 64,608,530
Property Tax & ERAF			
Student Enrollment Fees			
Education Protection Account (EPA)	\$ (6,391,764.00)		
State General Fund Allocation	\$ 2,873,942.84		\$ 1,269,217
Other State Revenue	\$ 55,666.56	\$ 41,775	\$ 45,877
GFU-Pell Admin & Interest	\$ 55,573,452.40	\$ 69,990,030	\$ 65,923,624
TOTAL REVENUES			

Notes:

- EPA Adjustment by state – taken out of 2022-23, will not reallocate to 2023-24 until guaranteed

EXPENSES – UNRESTRICTED FUND



EXPENDITURES:

	Estimated Year-End 2022-23	Tentative Budget 2023-24	Proposed Adopted Budget 2023-24
Academic Salaries	\$ 22,073,273.84	\$ 27,107,643	\$ 25,604,998
Classified Salaries	\$ 11,680,021.11	\$ 14,419,019	\$ 13,315,224
Benefits	\$ 15,317,382.60	\$ 16,853,187	\$ 16,893,937
Supplies and Materials	\$ 798,364.84	\$ 865,929	\$ 865,929
Other Operating	\$ 7,087,908.79	\$ 11,514,049	\$ 10,163,330
Capital Outlay	\$ 221,049.54	\$ 392,970	\$ 392,970
Other Outgo	\$ 546,553.26	\$ 340,000	\$ 340,000
Contingency appropriation	\$	\$ 250,000	\$ 250,000
Interfund Transfers/Other Outgo	\$ 649,950.28	\$	\$
GFU-Pell Admin	\$ 9,789.87	\$ 41,775	\$ 45,877
TOTAL EXPENDITURES	\$ 58,384,294.13	\$ 71,784,572	\$ 67,872,265

Notes:

- Increase in Salaries and Benefits of approximately 14% overall, which includes salary increases and increases to benefits. Decreased from tentative budget due to using actuals.
- Salaries & Benefits are approximately 82.23% of expenses.
- Increase in Other Operating expenses to offset reductions in State Budget for Student Retention and Maintenance. Decrease from the tentative budget from COVID state block grant remaining.
- Decrease in Other Outgo due to anticipated contribution to OPEB investment being only for one year

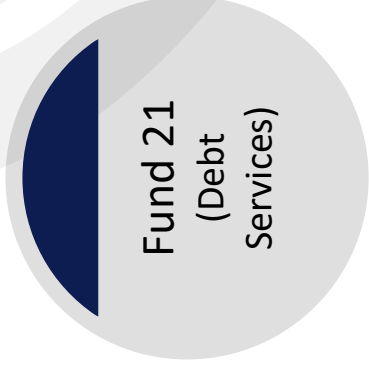
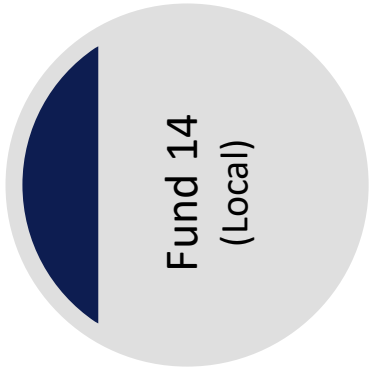
ENDING FUND BALANCE -- UNRESTRICTED FUND

	Estimated Year-End 2022-23	Tentative Budget 2023-24	Proposed Adopted Budget 2023-24
(DECREASE)	\$ (2,810,841.73)	\$ (1,794,542)	\$ (1,948,640)
OTHER FINANCING SOURCES (USES):			
BEGINNING FUND BALANCE	\$ 33,196,719.00	\$ 33,196,719	\$ 30,385,877
ENDING FUND BALANCE	\$ 30,385,877.27	\$ 31,402,177	\$ 28,437,237
Fund Balance / Reserve Ratio	52.04%	43.75%	41.90%
FUND BALANCE COMPOSITION			
Salary improvements 2022-23 (taken from reserve over 5 years)	\$ 7,200,000.00	\$ 5,400,000	\$ 5,400,000
STRS/PERS Premium Reserve	\$ 4,525,000.00	\$ 4,525,000	\$ 4,525,000
Designated Reserve: OPEB Liability	\$ 4,000,000.00	\$ 4,000,000	\$ 4,000,000
Board Required Minimum 5% Reserve	\$ 2,919,214.71	\$ 3,589,229	\$ 3,393,613
Stability Reserve	\$ 11,741,662.56	\$ 12,211,209	\$ 11,118,624
ENDING FUND BALANCE	\$ 30,385,877.27	\$ 29,725,438	\$ 28,437,237

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

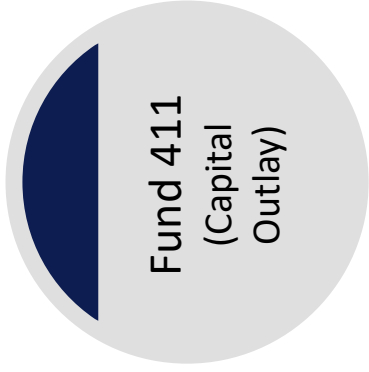


OUTLOOKS FOR OTHER FUNDS



- Showing Separate from other Restricted to show more detail
- Revenues & Expenses = \$5,696,597
- Proposed Budget includes carryover funds and new awards
- Proposed Adopted vs Tentative – only minor changes to revenue
- Expenses bases on zero-based budget
- Showing split between different bonds
- Revenues = \$1,334,094
- Expenses = \$1,313,751
- Ending Fund Balance = \$79,265

OUTLOOKS FOR OTHER FUNDS – CONT.

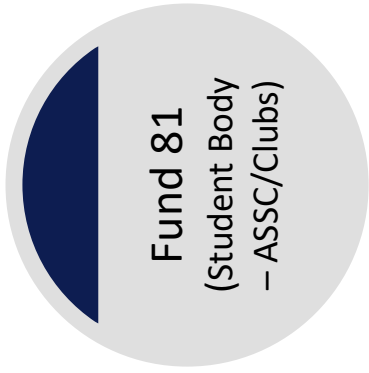


- Proposed budget revenues based on 2022-23 actuals
 - Expenses = \$600,000
 - Ending Fund Balance = \$4,779,929

- Revenues = \$66,966
 - Expenses = \$22,202
 - Ending Fund Balance = \$66,996

- Revenues = \$25,253
 - Expenses = \$11,412
 - Ending Fund Balance = \$209,382

OUTLOOKS FOR OTHER FUNDS – CONT.



- Showing split out of clubs
- Revenues = \$223,767
- Expenses = \$222,252
- Ending Fund Balance = \$256,772
- New fund for scholarships
- Zero-based budget
- Revenues & Expenses = \$92,000



THANK YOU
