

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

TO: MEMBERS OF THE GOVERNING BOARD

SUBJECT: CONSENT CALENDAR - HUMAN RESOURCES

REQUESTED ACTION: APPROVAL

EMPLOYMENT 2022-2023

Short-Term/Temporary/Substitute

<u>Name</u>	<u>Assignment</u>	<u>Fund/Grant</u>	<u>Effective</u>	<u>Amount</u>
Lavonne Slaton	AON Coordinator	Perkins	06/11/23 – 06/30/23	\$71.72/hr.

EMPLOYMENT 2023-2024

Regular Assignment

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Rosalyn Clark	Director, MESA	09/11/2023
Patrick Grant	Chemistry Instructor (FT Temporary)	08/10/23 – 05/23/24 (Revised)

Adjunct Assignment

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Gina Curasi	Adjunct Psychology Instructor (not to exceed 67%)	01/11/24 - 05/23/24
Kimberley Katleba-Billock	Adjunct Biology Instructor (not to exceed 67%)	01/11/24 - 05/23/24
Nicholas Nardi	Adjunct Psychology Instructor (not to exceed 67%)	01/11/24 - 05/23/24
Juliana Vieira	Adjunct Biology Instructor (not to exceed 67%)	01/11/24 - 05/23/24
Lien Vonguyen	Adjunct Chemistry Instructor (not to exceed 67%)	01/11/24 - 05/23/24

Out of Class Assignment

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Jeff Lehfeltdt	Safety Asset Coordinator	10/01/23-03/31/24
Jerry Uquillas	Maintenance Engineer	09/01/23-12/31/23 (Revised)

Salvatore Abbate
Human Resources

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

September 8, 2023
Date Submitted

September 20, 2023
Date Approved

SOLANO COMMUNITY COLLEGE HUMAN RESOURCES CONSENT CALENDAR

Governing Board Meeting

September 20, 2023

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Short-Term/Temporary/Substitute

<u>Name</u>	<u>Assignment</u>	<u>Fund/Grant</u>	<u>Effective</u>	<u>Amount</u>
Daniel Baptista	Assistant Coach - Baseball	General	09/07/23 - 05/31/24	\$22.00/hr.
Tabatha Butler	Theater Event Technician	General	09/21/23 - 12/31/23	\$17.25/hr.
Franchesca Camerino	Theater Event Technician	General	09/21/23 - 12/31/23	\$17.25/hr.
Darlene Dangerfield	Student Services Generalist	SEA	09/19/23 - 06/30/24 (Revised)	\$18.91/hr.
Michael Faulstich	Assistant Coach - Baseball	General	09/21/23 - 05/31/24	\$22.00/hr.
Jessica Fleshman	EMT Program Administrator - EMT	General	09/07/23 - 12/30/23	\$62.35/hr.
Brian Guinn	Assistant Coach - Baseball	General	09/07/23 - 05/31/24	\$22.00/hr.
Brian Houle	Assistant Coach - Baseball	General	09/07/23 - 05/31/24	\$22.00/hr.
Angel Iqueda	Special Project: Welcome Day	Guided Pathways	08/09/23 - 08/09/23	\$500.00 (Lump Sum)
Angel Iqueda	Program Administrator - EMT	General	09/07/23 - 12/30/23	\$76.18/hr.
Samuel Lenjik	Athletic Assistant (Game Management)	General	09/07/23 - 06/30/24	\$15.68/hr.
Maeghan Moraes	Administrative Assistant IV	General	09/07/23 - 06/30/24	\$19.75/hr.
Marilyn Rovira	Administrative Assistant III	General	09/21/23 - 12/31/23	\$18.91/hr.
William Schmidt	Theater Event Technician	General	09/21/23 - 12/31/23	\$17.25/hr.
Lavonne Slaton	AON Coordinator	Perkins	07/01/23 - 07/10/23	\$71.72/hr.
Kyle Stafford	AAMP Outreach Specialist	General	09/07/23 - 06/30/24	\$19.75/hr.
Allison Sutherland	Theater Event Technician	General	09/21/23 - 12/31/23	\$17.25/hr.
Geraldine Tionsgon	Journal Level Assistant - EMT	General	09/21/23 - 12/31/23	\$26.00/hr.
Gianna Valencia	Journal Level Assistant - EMT	General	09/21/23 - 12/31/23	\$26.00/hr.
Davis Wade	Assistant Coach - Basketball	General	09/21/23 - 05/31/24	\$22.00/hr.
Joan Wallace	Welcome Day Special Project	Guided Pathways	08/09/23 - 08/09/23	\$500.00 (Lump Sum)
Stephen Watkins	CC Pathway to Law School	Cal Law Round 2	08/10/23 - 06/30/24	\$81.95/hr.
Leah Whately	Assistant Coach - Athletics	General	09/07/23 - 06/30/24	\$17.50/hr.
Robert Whitton	Marketing/Brand Consultant	Outreach	09/21/23 - 06/30/24	\$2,222.22/mo.

Faculty Reassigned Time

<u>Name</u>	<u>Assignment</u>	<u>Percentage</u>	<u>Effective</u>
Maria Isip-Bautista	Interim ASTC Coordinator	40%	08/11/23-12/31/23 (Revised)
Ashlie Lawson	Articulation Coordinator	20%	08/11/23-06/30/26 (Rescinded)
Commodore St Germain	MESA Faculty Sponsor	20%	09/07/23 - 06/30/26 (Revised)
Michael Silva	Student Equity & Success Coordinator (SESC)	30%	10/03/22 - 06/30/24 (Revised)

SOLANO COMMUNITY COLLEGE HUMAN RESOURCES CONSENT CALENDAR

Governing Board Meeting

September 20, 2023

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Volunteer Assignment

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Blair Blossom	Athletic Assistant	09/07/23 - 06/30/24
Ja'Na Jenkins	Athletic Assistant	09/07/23 - 06/30/24
Demetrius Nelson	Athletic Assistant	09/07/23 - 06/30/24

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: WARRANTS – AUGUST 2023

REQUESTED ACTION:

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

SUMMARY:

<u>Date</u>	<u>Payment Type</u>	<u>Check Number(s)</u>	<u>Amount</u>
8/3/2023	AP Vendor Payments	11120861 - 11120911	\$364,545.03
8/3/2023	QD Vendor Payments	11120912	\$1,013.90
8/10/2023	AP Vendor Payments	11120913 - 11120974	\$299,165.42
8/10/2023	QC Vendor Payments	11120975	\$18,750.00
8/10/2023	QD Vendor Payments	11120976	\$9,627.90
8/10/2023	QE Vendor Payments	11120977 - 11120982	\$88,152.72
8/17/2023	AP Vendor Payments	11120983 - 11121042	\$476,491.70
8/17/2023	QD Vendor Payments	11121043 - 11121044	\$10,770.00

CONTINUED ON NEXT PAGE:

STUDENT SUCCESS IMPACT:

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

Ed. Code: 70902 & 81656 Board Policy: 3240 Estimated Fiscal Impact: \$10,232,099.00

SUPERINTENDENT'S RECOMMENDATION:

☒ APPROVAL ☐ DISAPPROVAL
☐ NOT REQUIRED ☐ TABLE

Susan Wheet
Vice President, Finance and Administration

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7209

TELEPHONE NUMBER

Susan Wheet, Finance and Administration

VICE PRESIDENT APPROVAL

September 8, 2023

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

September 20, 2023

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

SUBJECT: WARRANTS – AUGUST 2023

REQUESTED ACTION:

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

SUMMARY:

<u>Date</u>	<u>Payment Type</u>	<u>Check Number(s)</u>	<u>Amount</u>
8/17/2023	QE Vendor Payments	11121045 - 11121048	\$12,893.00
8/24/2023	AP Vendor Payments	11121049 - 11121084	\$59,552.51
8/24/2023	QC Vendor Payments	11121085	\$3,400.00
8/24/2023	QD Vendor Payments	11121086 - 11121089	\$445,869.86
8/24/2023	QE Vendor Payments	11121090 - 11121092	\$54,390.95
8/31/2023	AP Vendor Payments	11121093 - 11121205	\$272,507.61
8/31/2023	QC Vendor Payments	11122106	\$990.40
8/31/2023	QD Vendor Payments	11121207 - 11121208	\$34,796.79
8/31/2023	QE Vendor Payments	11121209 - 11121212	\$260,654.83

<u>Total Vendor Payments</u>	<u>\$2,412,572.62</u>
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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 & CONTRACT
RENEWALS UNDER \$50,000**

REQUESTED ACTION:

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

CONTRACT SERVICES AGREEMENTS RENEWALS

Finance and Administration
Susan Wheat, Vice President

<u>Name</u>	<u>Description</u>	<u>Effective</u>	<u>Amount</u>
Arbor Environmental	Vendor will provide onsite fit testing services to EMT Staff at the rate of \$30 per individual/test. The rate includes testing, training and materials, and OSHA-Compliant Online Medical Evaluation.	10/16/23 - 12/31/23	Not to Exceed \$2,250.00
Arbor Environmental	Vendor will provide onsite fit testing services to Nursing Staff at the rate of \$30 per individual/test. The rate includes testing, training and materials, and OSHA-Compliant Online Medical Evaluation.	08/29/23 - 12/31/23	Not to Exceed \$2,790.00
Global Knowledge Training LLC	Vendor will provide "Freedom Super Saver Agreement" to establish a prepaid account for the purchase of products and services offered by Global, including public instructor-led courses, virtual courses, private onsite courses, and on-demand training.	08/29/23 - 09/28/24	Not to Exceed \$10,000.00

Susan Wheat
Vice President,
Finance & Administration

September 8, 2023
Date Submitted

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

September 20, 2023
Date Approved

PERSONAL SERVICES AGREEMENTS

Academic Affairs
David Williams, Vice President

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Daymon Clark	Consultant will provide sound engineering for the Fall 2022 theater production of "Midsummer Night's Dream"	08/17/23-12/15/23	Not to Exceed \$1,000.00
Jaime Cortez	Author will provide lecture and Q&A session on 9/15/2023 hosted by the Puente Project.	09/15/23-09/15/23	Not to Exceed \$750.00

AGENDA ITEM 13.(a)
MEETING DATE September 20, 2023

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

TO: Members of the Governing Board

SUBJECT: RESIGNATION TO RETIRE

REQUESTED ACTION:

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

SUMMARY:

<u>Name</u>	<u>Assignment & Years of Service</u>	<u>Effective</u>
Jill Crompton	Administrative Assistant IV – School of Career Technical Education and Business 13 years, 3 months of service with SCC	10/06/2023

STUDENT SUCCESS IMPACT:

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

<i>Ed. Code: 24205</i>	<i>Board Policy: 4400</i>	<i>Estimated Fiscal Impact: N/A</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

707-864-7263

TELEPHONE NUMBER

VICE PRESIDENT APPROVAL

September 8, 2023

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

September 20, 2023

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

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AMENDMENT #2 TO BROOKTROUT
DESIGNS FOR ADDITIONAL PROFESSIONAL SERVICES
FOR THE FAIRFIELD CAMPUS GYM AUDIO-VISUAL
ENHANCEMENT PROJECT**

REQUESTED ACTION:

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

SUMMARY:

On December 21, 2022 the Board approved a professional services contract to BrookTrout Designs to provide Architectural/Engineering services for the Gym Audio-Video Enhancement Project on the Fairfield Campus. On May 17, 2023, Board approval was received for Amendment #1. Board approval is now requested for Amendment #2 to increase the original professional services Agreement fee with BrookTrout Designs to address unanticipated Access Compliance review by the Division of the State Architect (DSA).

CONTINUED ON THE NEXT PAGE

STUDENT SUCCESS IMPACT:

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

Ed. Code: N/A Board Policy: N/A Estimated Fiscal Impact: \$4,400 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

September 11, 2023

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

September 20, 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 BROOKTROUT
DESIGNS FOR ADDITIONAL PROFESSIONAL SERVICES
FOR THE FAIRFIELD CAMPUS GYM AUDIO-VISUAL
ENHANCEMENT PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

At the conclusion of cycle 1 drawing review by DSA, it was determined this modernization project triggered access compliance review. This level of drawing assessment was not anticipated in the Audio-Visual Enhancement Project, resulting in additional design services being rendered. This additional not to exceed fee will position the consultant to close out the balance of comments, and receive final approval to proceed with putting this project out to bid.

\$ 62,408.39	Current Contract Amount
<u>\$ 4,400.00</u>	<i>Proposed Amendment #2</i>
\$ 66,808.39	<i>New Contract Amount</i>

The Board is asked to approve this contract Amendment #2 to BrookTrout Designs in the amount of \$4,400.00.

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

AMENDMENT #2 TO AGREEMENT

PARTIES

This SECOND Amendment to Agreement ("Amendment") is entered into between Solano Community College District ("District") and **BrookTrout Designs** ("Consultant"), collectively the "Parties").

RECITALS

WHEREAS, District and Consultant entered into a Consulting Services Agreement ("Agreement"), dated December 21, 2022, for Architectural Engineering Services for the design and administration of the Fairfield Campus Gym Audio-Video Enhancement Project ("Project"); and

WHEREAS, District and Consultant agreed to amend the Agreement for reimbursement of DSA Fee's via Amendment #1 dated May 17, 2023; and

WHEREAS, District and Consultant desire to amend the Agreement to increase the contract value to include services to address Access Compliance review with DSA;

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

AGREEMENT

1. Article 4 of the Agreement is amended to read in its entirety:

Compensation. District agrees to pay the Consultant for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed **Sixty-Six Thousand, Eight Hundred Eight Dollars and Thirty-Nine Cents (\$66,808.39)**. District shall pay Consultant according to the following terms and conditions:

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

2. Exhibit A: Scope of Work, DSA Review, is amended to read in its entirety:

DSA Review

- Provide one (1) Over the Counter (OTC) DSA Review:
 - Includes Addition of Site Plan to Construction Document set to address DSA Comments.
 - Includes assistance in obtaining enforcement agency approval for access compliance.

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

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

Dated: _____, 2023

Dated: _____, 2023

**SOLANO COMMUNITY COLLEGE
DISTRICT**

BrookTrout Designs

By: _____

By: _____

Print Name: Lucky Lofton
Print Title: V.P., Facilities and Executive
Bonds Manager

Print Name: _____
Print Title: _____

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AMENDMENT #1 TO AEDIS ARCHITECTS
FOR ADDITIONAL PROFESSIONAL SERVICES FOR THE
FAIRFIELD CAMPUS BUILDING 1600 MODERNIZATION
PROJECT**

REQUESTED ACTION:

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

SUMMARY:

On June 21, 2023 the Board approved a professional services contract to Aedis Architects for architectural services for the Fairfield Campus Building 1600 Modernization Project.

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

CONTINUED ON THE NEXT PAGE

STUDENT SUCCESS IMPACT:

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

Ed. Code: N/A Board Policy: N/A Estimated Fiscal Impact: \$40,425 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

September 11, 2023

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

September 20, 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 AEDIS ARCHITECTS
FOR ADDITIONAL PROFESSIONAL SERVICES FOR THE
FAIRFIELD CAMPUS BUILDING 1600 MODERNIZATION
PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

Additional design services are required for the expansion of the modernization scope for the Building 1600 Project. A full modernization of classrooms 1626 and 1638 is now needed due to the expansion of the Cosmetology Department into these spaces. These classrooms will be outfitted with additional mechanical, plumbing, electrical, and technology. In addition, the mechanical screen for the rooftop mechanical units will need to be modernized to match the new exterior of the building. This will require structural calculations.

Included in this Amendment are all architectural/engineering design services needed for the completion of the new scope, DSA (Division of the State Architect) approval, construction administration support, and close out.

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

\$ 858,250.00 Original Contract Amount
\$ 40,425.00 Proposed Amendment #1
\$ 898,675.00 New Contract Amount

The Board is asked to approve this contract Amendment #1 to Aedis Architects in an amount not to exceed \$40,425.00.

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

AMENDMENT #1 TO AGREEMENT

PARTIES

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

RECITALS

WHEREAS, District and Consultant entered into a Consulting Services Agreement ("Agreement"), dated June 21, 2023, for architectural services related to the District's Fairfield Campus **Building 1600 Modernization Project** ("Project"); and

WHEREAS, District and Consultant agree to amend the Agreement to modify the original services being performed for the **Building 1600 Modernization Project**; and

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

AGREEMENT

1. Article 6. Fee and Method of Payment, of the Agreement is amended to read:

Article 6. Fee and Method of Payment

6.1. The District shall pay Architect for all Services contracted for under this Agreement an amount to the following ("Fee"):

An amount equal to **Eight Hundred Ninety-Eight Thousand, Six Hundred Seventy-Five and 00/100 Dollars (\$898,675.00)** based on the rates set forth in **Exhibit "D"**. This fee is the total of the June 21, 2023 Agreement in the amount of \$858,250.00 and Amendment #1 in the amount of \$40,425.00.

6.1.1. The schedule of deliverable services to be produced is as follows;

6.1.2.1. Basic Services: \$828,000.00

6.1.2.2. Third Party Estimator: \$27,750.00

6.1.2.3. Reimbursable Expenses Allowance: \$2,500.00

6.1.2.4. Amendment No. 01: \$40,425.00

6.2. The District shall pay Architect the fee pursuant to the provisions of **Exhibit "D"**.

6.3. Architect shall bill its work under this Agreement in accordance with **Exhibit "D"**.

6.4. No increase in Fee will be due from CCDs an/or Change Orders generated during the construction period to the extent caused by Architect's error or omission.

6.5. The Architect's Fee set forth in this Agreement shall be full compensation for all the Architect's Services incurred in the performance hereof as indicated in **Exhibit "D"**.

6.6. Regardless of the structure of Architect's Fee, the Architect's Fee may be

adjusted downward if the Scope of Services of this Agreement is reduced by the District in accordance with this agreement.

2. Exhibit A, Subsection A. 'Scope of Project', Subsection 2., shall be amended to include the following, in addition to items already listed:

(o) Amendment #1 Additional Services include;

- a. The complete modernization of Classrooms 1626 and 1638. Including all mechanical, plumbing, electrical, and technology.
- b. Refacing of mechanical screen on roof. Including the design for the removal and replacement of the existing siding. Mechanical screen siding will be replaced with a new finish to match the new finish of the building. This includes all DSA structural calculations and approvals.
- c. All design items listed above will be reviewed and approved by DSA.

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

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

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

Dated: _____, 2023

SOLANO COMMUNITY COLLEGE DISTRICT

By: _____

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

Dated: _____, 2023

AEDIS ARCHITECTS

By: _____

Print Name: _____
Print Title: _____

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

TO: Members of the Governing Board

**SUBJECT: APPROVAL OF THE IT PROJECT MANAGEMENT
SERVICES POOL OF FIRMS**

REQUESTED ACTION:

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

SUMMARY:

Board approval is requested for the pool of IT Project Management services firms as part of the District's Measure Q bond program. The pool will include entities who understand the wide range of IT needs that are associated with today's modern college programs, and who are sufficiently experienced with Ellucian Banner. The selected firms will be directly responsible to the District for oversight and management of all IT related tasks for a given 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: Creating the District's IT Project Management Services Pool.

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

SUPERINTENDENT'S RECOMMENDATION:

☒ APPROVAL ☐ DISAPPROVAL
☐ NOT REQUIRED ☐ TABLE

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

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 863-7260

TELEPHONE NUMBER

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

VICE PRESIDENT APPROVAL

September 11, 2023

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

September 20, 2023

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: APPROVAL OF THE IT PROJECT MANAGEMENT
SERVICES POOL OF FIRMS**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

A Request for Qualifications was issued on August 9, 2023 and on August 16, 2023 the District received three (3) Statements of Qualification in response. After a review of the submissions, the determination was made that all three firms were responsive and qualified. The review committee recommends the following three (3) qualified firms for the IT Project Management Services Pool (in alphabetical order):

- COGENT INFOTECH
- DYNTEK
- GO TO TECHNOLOGIES

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AGREEMENT WITH AMERICAN
NATIONAL RED CROSS FOR TRAINING SERVICES**

REQUESTED ACTION:

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

SUMMARY:

This agreement will enable SCC employees who possess current Red Cross instructor certification to continue using licensed Red Cross training materials in the instruction of certain EMT and Kinesiology courses. At the end of the course and after passing a skills test, students will be eligible to purchase a Red Cross certificate. See Appendix B (attached) for course list and course fees. This is a three-year agreement.

A copy of the agreement is attached.

STUDENT SUCCESS IMPACT:

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

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

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

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707 864-7200

TELEPHONE NUMBER

David Williams, Ph.D.
Academic Affairs

VICE PRESIDENT APPROVAL

August 29, 2023

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

September 20, 2023

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**



Licensed Training Provider Agreement

This **Licensed Training Provider Agreement** ("Agreement") is by and between The American National Red Cross ("Red Cross") and Solano Community College (the "LTP") (each a "Party" and together the "Parties"), effective as of the last date of signature set forth below ("Effective Date"), for the purpose of licensing Red Cross training materials and curriculum to LTP in order to permit individuals who are both (i) Red Cross-certified instructors in good standing and (ii) employees of LTP, or (if LTP is a non-profit organization) bona fide volunteers of LTP ("Instructors"), to deliver instruction in the Red Cross training courses that are included within the product package(s) listed in Appendix B ("Courses").

1. LTP Responsibilities. LTP will:

- 1.1. Teach Courses using only Red Cross-approved instructional materials and other copyrighted and proprietary educational content as Red Cross may provide from time to time to licensed training providers of Course instruction ("Course Materials"), using only Instructors who possess current, appropriate Red Cross instructor certification for each such Course, and in compliance with the most current Red Cross Training Provider Resource Guide ("Guide"), policies and procedures (collectively, the "Policies")
- 1.2. Before commencing instruction activities under this Agreement, provide Red Cross with a list of all Instructors who will teach Courses on behalf of LTP.
- 1.3. Notify Red Cross within ten (10) business days of any additions to or deletions from LTP's list of Instructors who will teach Courses on behalf of LTP.
- 1.4. Only sponsor, promote, and teach Courses and otherwise perform under this Agreement within the United States of America and its territories ("U.S."), as the Red Cross is only permitted to operate within the U.S.
- 1.5. Permit Red Cross to enter upon LTP's premises and perform random observations of LTP's Courses.
- 1.6. Enter accurate and complete records for each completed Course ("Course Records"), along with all other requested information, into the Red Cross's Learning Management System or any similar, successor system ("LMS") within ten (10) calendar days of each completed scheduling instance of a Course (each such instance hereinafter referred to as a "Class") and comply with all terms and conditions of the LMS during such use.
- 1.7. Only issue Course completion certificates, using Red Cross-approved systems and forms, to students who have successfully completed a Course that has been administered by Instructors in compliance with this Agreement (it being understood that Red Cross may invalidate any Course completion certification not issued in conformity with this section 1.7).
- 1.8. Pay all fees payable under this Agreement when due, in accordance with section 5 below.
- 1.9. Maintain insurance or self-insure to cover its performance under this Agreement, as Red Cross insurance does not extend to LTP or its Instructors.

2. License to Course Materials; CPS.

- 2.1. Red Cross is the owner of Course Materials. Subject to the terms and conditions of this Agreement, Red Cross hereby grants LTP a limited, non-exclusive, non-transferrable, and non-sublicensable license to publicly display and perform, Course Materials solely for the purpose of conducting Courses authorized under this Agreement. LTP may not revise, edit or create derivative works of Course Materials, in whole or in part.



- 2.2. Course Materials will be made available to LTP by digital download or other means as determined by Red Cross. LTP shall only obtain Course Materials for Courses that LTP is authorized to provide, and only through distribution means authorized by Red Cross.
- 2.3. Any certificates memorializing the successful completion of any Course may be issued only through the LMS. LTP has no right or authorization to design or create its own Course completion certificates.
- 2.4. LTP shall use reasonable efforts to protect the Course Materials from use not permitted under this Agreement. This Agreement does not constitute a transfer of ownership rights in the Course Materials. LTP shall not use facts and information from the Course Materials to create its own courses and course materials.
- 2.5. LTP may, from time to time, at its election, participate in Red Cross's Class Posting Service ("CPS"). Using the CPS, licensed training providers of Red Cross may advertise the availability of courses to prospective students on Red Cross's on-line store, for additional fees. LTP agrees that its participation in the CPS will be governed by the terms and conditions contained in Red Cross's CPS User Guide, as the same may be amended from time to time. Red Cross may suspend or terminate the CPS with respect to all licensed training providers, including LTP, at any time or from time to time, in its sole discretion.

3. Use of Names and Marks.

- 3.1. Red Cross grants LTP the limited, non-exclusive, non-transferable and non-assignable license in the U.S. to use the name and logo of the Red Cross in the format set forth in the Guide (the "Authorized Mark") solely to promote that LTP is an authorized provider of the Courses, and subject to all restrictions herein this Agreement and the Policies.
- 3.2. Except as expressly provided in this Agreement, neither Party may use the other Party's name(s), logos trademarks or other intellectual property in marketing materials, press releases, presentations other than Courses, or otherwise without the advance written consent of the other Party, which consent may be granted or withheld in the other Party's sole discretion.
- 3.3. LTP shall not state or imply that that Red Cross sponsors or endorses LTP's business, products or services generally, or that any other training courses and services other than the Courses, are owned or endorsed by or otherwise associated or affiliated with Red Cross.
- 3.4. LTP shall not (i) create a compound mark with the Authorized Mark or (ii) use the Authorized Mark with any other design, slogan or trademark when such combination would tend to cause confusion as to source or affiliation.
- 3.5. LTP shall not in any instance, use a Greek red cross design in association with its business, goods and/or services.

4. Term and Termination.

- 4.1 This Agreement will be effective as of the Effective Date listed above and ends on the day before the thirty-six (36) month anniversary thereof, unless earlier terminated as provided below.
- 4.2 Red Cross may immediately terminate this Agreement if LTP breaches this Agreement. Red Cross may also terminate this Agreement if LTP breaches the terms of the CPS.
- 4.3 Either Party may terminate this Agreement with advance written notice to the other Party of at least thirty (30) days.
- 4.4 Notwithstanding expiration or any termination of this Agreement, the provisions of this Agreement will continue to govern with respect to any amounts payable to Red Cross for Courses completed prior to such expiration or termination. The Parties' obligations under section 7 below will also survive expiration or any termination of this Agreement.



5. Fees and Invoicing.

- 5.1 LTP will remit payment by credit card upon entry of Course Records into LMS; or will be invoiced, if approved. All fees for CPS are non-refundable and will be paid by credit card at the time LTP submits the Class for posting.
- 5.2 For each Class enrollee, LTP will be charged the per-student license fee that is applicable to that Course. Courses are included within the product package(s) listed on Appendix B. Fees for Courses are set forth in the price list attached to Appendix B.
- 5.3 Red Cross may approve or deny LTP's request to be invoiced at Red Cross's sole discretion. Invoices will be sent via postal mail, may be issued up to four (4) times per month, and will include all transactions submitted in that billing period. Payment in full is due thirty (30) days from the date of each invoice. Past due amounts will be subject to collections actions and may be referred to an external collection agency. In such an event, Red Cross will be entitled to all costs of collection including interest, reasonable attorney's fees and litigation expenses, and collection agency fees and expenses. LTPs with high credit risk or late payments may also result in the suspension or termination of LTP's invoicing privileges at Red Cross's sole discretion. Credit card payment upon submission of Course Records will be required if invoicing privileges are suspended or terminated, and such payment will be a condition to LTP's continued access to Course completion certificates from and after such suspension or termination.
- 5.4 If approved for invoicing, LTP may elect to have invoices delivered electronically to one (1) email address. LTP will provide Red Cross a single valid email address for electronic invoice delivery. LTP will receive a link in the email to a PDF copy of the invoice, which link will expire after thirty (30) days. LTP understands that LTP will not receive an invoice via postal mail after enrollment in electronic invoice delivery.
- 5.5 If LTP desires that invoices issued by Red Cross reflect LTP-issued purchase order numbers, then any such purchase order must be received by Red Cross at least ten (10) business days prior to the Class date; it being understood that under no circumstance will the absence of an LTP-issued purchase order number on any invoice excuse LTP's timely payment of that invoice.
- 5.6 To pay an invoice by credit card or to establish ACH payments, call 888-284-0607. To pay an invoice by check, include the remittance advice showing the LTP account name, customer number and invoice number, and send to:

American Red Cross - Training Services
 25688 Network Place
 Chicago, IL 60673-1256
- 5.7 If LTP desires that Red Cross use LTP's vendor payment portal, Red Cross will not be obligated to pay LTP or any third party any fee or expense for such use, regardless of any provision to the contrary in such portal's terms of use. LTP will, on demand, promptly reimburse Red Cross for any such fee or expense.
- 5.8 If LTP has account balance or invoice questions or concerns, immediately upon receipt of invoice, LTP may email billing@redcross.org or call 888-284-0607 to report and resolve the inquiry.
- 5.9 At least annually, Red Cross will review its national Course price list, and may increase its prices for Courses. Red Cross will notify LTP of any such increase. Such notice (which Red Cross may send to LTP's contact for notices or contact for billing in Appendix A) will specify the date on which the increase will take effect under this Agreement. That date will be at least thirty (30) days after the date of such notice. As of that effective date, prices under this Agreement will automatically be modified to reflect such increase without need for the Parties to take any other action, including (without limitation) the execution of any separate modification of, or amendment to this Agreement.
- 5.10 If the Red Cross determines that any course offered by the LTP and/or its Instructors is not taught in accordance with Red Cross Policies, the LTP will be responsible for any costs associated with



**American
Red Cross**

Training Services Licensed Training Provider Agreement

the re-training of course participants. Red Cross, at its sole discretion, will determine the appropriate party to conduct the re-training, which may include the LTP or any Red Cross employee, volunteer, or third-party licensed training provider.

6. Notices. Each Party's contacts for notices and billing under this Agreement is listed on Appendix A.

7. Confidentiality. Except as required by applicable law or otherwise provided herein, LTP will maintain in confidence the pricing information set forth in Appendix B.

8. Intellectual Property.

- 8.1 Red Cross reserves all rights not expressly granted herein, in its registered and common law trademarks, service marks, names, emblems, logos and designs including without limitation, the Authorized Mark (the "Red Cross Marks"), and in the Course Materials in whole or in part (collectively the "Red Cross IP").
- 8.2 LTP acknowledges and agrees that the Red Cross IP is and shall remain the property of Red Cross, and that the license granted under this Agreement does not constitute a transfer to LTP of any ownership rights in the Red Cross IP. Further, the Parties agree and acknowledge that LTP's use of the Red Cross IP shall inure solely to the benefit of Red Cross.
- 8.3 LTP shall not commit, or cause any third party to commit, any act challenging, contesting or in any way impairing or attempting to impair Red Cross's right, title and interest in and to the Red Cross IP, including seeking registration of the Red Cross IP in whole or in part, or of any confusingly similar trademark or service mark anywhere in the world or incorporating LTP's business under the Red Cross Marks or any aspect of the Red Cross Marks or any name confusingly similar to the Red Cross Marks.
- 8.4 Upon the expiration or termination of this Agreement, all rights in the Red Cross IP herein granted to LTP immediately expire, and LTP will immediately cease all use of the Red Cross IP.

9. Miscellaneous.

- 9.1 Severability. In the event any provision of this Agreement is held invalid, illegal or unenforceable (any such provision, an "Invalid Provision") in any jurisdiction, the Red Cross and the LTP shall promptly negotiate in good faith a lawful, valid and enforceable provision that is as similar in terms to such Invalid Provision as may be possible while giving effect to the future benefits and burdens accruing to the Parties hereunder. But, in no way will the Invalid Provision affect the validity or enforceability of any other portion or provision of this Agreement, regardless of the ability of the Parties to negotiate a new provision.
- 9.2 Independent Contractors. Each Party is an independent contractor with respect to the other, and nothing herein shall create any partnership, franchise, or joint venture between the Parties or an employer-employee or agency relationship. No agent, employee or servant of any Party shall be, or shall be deemed to be, the employee, agent or servant of the other Party, and each Party shall be solely and entirely responsible for its acts and the acts of its agents, employees and servants.
- 9.3 Assignment. LTP may not assign its rights under this Agreement, or delegate its obligations, in whole or in part, without the prior written consent of Red Cross. Any attempted assignment or delegation in violation of the foregoing will be null and void.
- 9.4 Governing Law. The Agreement is governed by the laws of the District of Columbia, without giving effect to its choice or conflict of law rules.
- 9.5 Inapplicability of Procurement Terms. This Agreement is not a contract for the purchase, sale, or use of personal property or for the rendering of personal or professional services by Red Cross. It is only a




**American
Red Cross**

Training Services Licensed Training Provider Agreement

limited license in Red Cross IP. It is, therefore, not subject to policies, regulations, terms, conditions, or other requirements of LTP or any third party (including, but not limited to, the Federal Acquisition Regulation and any agency supplement thereto, and the U.S. Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) that relate only to suppliers and vendors of goods or services. Under this Agreement, Red Cross will not carry out part of any Federal award received by LTP. Neither Red Cross, the host of its LMS, nor any other vendor to Red Cross in connection with this Agreement, will act as, nor may any of them be deemed, (i) a first-tier or lower-tier subcontractor or sub-grantee to LTP under any prime contract or grant, or (ii) a first-tier or lower-tier sub-processor of personal or other data for LTP or any third party.

- 9.6 Data Processing. Red Cross operates the LMS as a nationwide system of course certification. It does not operate the LMS as a service to, or as an agent or for the benefit of, LTP. Insofar as Red Cross collects, processes, transmits, stores, or otherwise manages data, including personal data, contained in Course Records, it will not be doing so for, or on behalf of, or as a service to, LTP. Red Cross retains all rights in and to the LMS and any Course Records uploaded by LTP into the LMS.
- 9.7 Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, understandings and representations, both written and oral, between the Parties with respect to the subject matter of this Agreement.
- 9.8 Amendments and Waivers. Amendments, addenda and waivers to this Agreement will be effective only if made, in each case, by a non-preprinted document clearly understood by both Parties to be an amendment, addendum or waiver, as the case may be, and signed by both parties. Any additional or different terms or conditions contained in any purchase order, confirmation, receipt, invoice, click-through agreement, or similar documents will not be binding on either Party, whether or not such terms and conditions would materially alter this Agreement (and even if the receiving Party has signed or otherwise acknowledged such purchase order, confirmation, receipt, invoice, click-through agreement or similar document), and each Party hereby rejects all such additional or different terms and conditions.

The Parties, acting through their duly authorized officers, have executed this Agreement, which shall come into force as of the Effective Date. Execution of this Agreement confirms LTP's receipt of the Training Provider Resource Guide, which may be updated from time to time.

LTP Name: Solano Community College	The American National Red Cross
LTP Signature:	Red Cross Signature: 
Name: David Williams	Name: Lisa Mussleh
Title:	Title: Sales Representative
Date:	Date: 6/23/2023

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

TO: Members of the Governing Board

**SUBJECT: CLINICAL EXPERIENCE AGREEMENT RENEWAL FOR
ASSOCIATE DEGREE NURSING PROGRAM WITH
LAUREL CREEK HEALTH CENTER/PARADISE VALLEY**

REQUESTED ACTION:

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

SUMMARY:

This agreement renewal with Laurel Creek Health Center/Paradise Valley Estates benefits Solano Community College Registered Nursing Program students by providing them with an assisted living and skilled nursing care facility in which to train. These agreements must be current, reviewed periodically, and revised, as indicated. A copy of the Agreement will be available in the Office of the Superintendent-President, in the Office of the Dean of the School of Health Sciences, and in the offices of Laurel Creek Health Center/Paradise Valley, 2800 Estates Drive, Fairfield, CA 94533.

STUDENT SUCCESS IMPACT:

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

Ed. Code: Sect 76004

Board Policy:

Estimated Fiscal Impact: None

SUPERINTENDENT'S RECOMMENDATION:

☒ APPROVAL ☐ DISAPPROVAL
☐ NOT REQUIRED ☐ TABLE

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

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

ADDRESS

707 864-7117

TELEPHONE NUMBER

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

VICE PRESIDENT APPROVAL

September 12, 2023

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

September 20, 2023

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

CLINICAL EXPERIENCE AGREEMENT

This Renewal Agreement is between **Laurel Creek Health Center/Paradise Valley** (hereafter known as *HEALTH CENTER*) located at **2800 Estates Drive, Fairfield, California 94533**, and **Solano Community College** (hereinafter known as *SCHOOL*) and located at **4000 Suisun Valley Road, Fairfield, California 94534-3197** and is effective as of October 7, 2023.

RECITALS

- A. *Paradise Valley Estates* owns and operates a life plan community that includes: **Independent Living, Assisted Living, Memory Care and the Laurel Creek Health Center - Skilled Nursing Care Facility** (hereinafter referred to as “Facility” or “Health Center”).
- B. *SCHOOL* owns and operates an **Associate Degree Nursing Program (ADN)** which is accredited by the **California Board of Registered Nursing**. *SCHOOL* desires its students to obtain practical experience at *HEALTH CENTER*’s Facility through participation in a clinical program for its **Registered Nursing** students (“Program”).
- C. It is to the mutual benefit of the parties to this Agreement that the students of *SCHOOL*’s *Program* use such Facility for their clinical experience.

Now, therefore, the parties agree as follows:

1. GENERAL INFORMATION

- A. Both parties before the beginning of the training shall agree upon the period of time for each student’s clinical experience.
- B. The maximum number of students to receive training shall be mutually agreed upon by the parties at least 30 days prior to beginning of training based upon the availability of space and other considerations.
- C. Faculty and appropriate facility staff will arrange for faculty and student orientations, and identify a process for ongoing communication between the facility and the school at the beginning of each clinical experience.
- D. Faculty and appropriate facility staff will annually review the appropriateness of the learning environment in relation to the program’s written objectives.

2. SCHOOL'S RESPONSIBILITIES

- A. Student Profile. *SCHOOL* shall complete and send to *HEALTH CENTER* a profile for each student enrolled in the Program which shall include the student's name, address and telephone number, driver's license number and social security number, prior to the beginning of the planned clinical experience.
- B. Schedule of Assignments. *SCHOOL* shall notify the *HEALTH CENTER* of its planned schedule of student assignments, including the name of the student, level of academic preparation and length and dates of clinical experience prior to the planned clinical experience.
- C. Program Coordinator. *SCHOOL* shall designate a faculty member to coordinate with a designee of *HEALTH CENTER* in the planning of the Program to be provided students.
- D. Records. *SCHOOL* shall maintain all personnel and academic records of the students.
- E. Rules and Regulations. *SCHOOL* shall enforce rules and regulations governing the students that are mutually agreed upon by *SCHOOL* and *HEALTH CENTER*.
- F. Supervision. *SCHOOL* shall supervise all instruction and clinical experiences for students assigned in groups at the *HEALTH CENTER*.
- G. Health and Background Policy. *SCHOOL* shall provide *HEALTH CENTER*, prior to a student's arrival at the *HEALTH CENTER*, with proof of immunity consistent with *HEALTH CENTER* employee health policy and notify the *HEALTH CENTER* if student is a known carrier of an infectious or communicable disease. If such information indicates that patients of *HEALTH CENTER* would be placed at risk if treated by a particular student, *HEALTH CENTER* reserves the right to refuse to allow such student to participate in the clinical experience at the *HEALTH CENTER*.
- H. Student Responsibilities. *SCHOOL* shall notify the students that they are responsible for:
 - 1) Following the clinical and administrative policies, procedures, rules and regulations of *HEALTH CENTER*.
 - 2) Arranging for their own transportation and living arrangements when not provided by *SCHOOL*.
 - 3) Arranging for and assuming the cost of their own health insurance.

- 4) Assuming responsibility for their personal illness, necessary immunizations, tuberculin test, and annual health examination.
- 5) Maintaining confidentiality of patient information. No student shall have access to or have the right to receive any medical record, except when necessary in the regular course of the clinical experience. The discussion, transmission or narration in any form by students of any patient information of a personal nature, medical or otherwise, obtained in the regular course of the Program is forbidden except as a necessary part of the practical experience.
- 6) Following dress code of the *HEALTH CENTER* and wearing name badges identifying themselves as students.
- 7) Attending an orientation of the *HEALTH CENTER* provided by its staff and instructors.
- 8) Providing services to the *HEALTH CENTER*'s patients under the direct supervision of a faculty provided by *SCHOOL* or *HEALTH CENTER*-provided staff/preceptors.
- I. Payroll Taxes and Withholdings. *SCHOOL* shall be solely responsible for any payroll taxes, withholdings, workers' compensation and any other insurance or benefits of any kind for students, employees, and agents of *SCHOOL* providing services under this Agreement. *SCHOOL* shall defend, indemnify, and hold *HEALTH CENTER* harmless from all liability and responsibilities therefore.

3. HEALTH CENTER'S RESPONSIBILITIES

- A. Clinical Experience. *HEALTH CENTER* shall accept from *SCHOOL* the mutually agreed upon number of students enrolled in the aforementioned Program and shall provide said students with supervised clinical experience.
- B. HEALTH CENTER Designee. *HEALTH CENTER* shall designate a member of *HEALTH CENTER*'s staff to participate with the designee of *SCHOOL* in planning, implementing and coordinating the training Program, including orientation.
- C. Access to Facilities. *HEALTH CENTER* shall permit students enrolled in the Program access to *HEALTH CENTER* Facilities as appropriate and necessary for their Program, provided that the presence of the students shall not interfere with the activities of *HEALTH CENTER*. Facilities

includes space for clinical conferences and access to *HEALTH CENTER's* Medical Library.

- D. Withdrawal of Students. *HEALTH CENTER* may request *SCHOOL* to withdraw from the Program any student who *HEALTH CENTER* determines is not performing satisfactorily, or who refuses to follow *HEALTH CENTER's* administrative policies, procedures, rules and regulation. Such request must be in writing and must include a statement as to the reason or reasons why *HEALTH CENTER* desires to have the student withdrawn. Said request shall be complied with within five (5) days of receipt of same. *HEALTH CENTER* reserves the right to suspend from participation immediately any student who poses an imminent danger of harm to patients or others.
- E. Emergency Health Care/First Aid. *HEALTH CENTER* shall, on any day when student is receiving training at its Facility, provide to students necessary emergency health care or first aid for accidents occurring in its Facility. Except as provided regarding such emergencies, *HEALTH CENTER* shall have no obligation to furnish medical or surgical care to any student. Students will be financially responsible for all such care rendered in the same manner as any other patient.
- F. Staffing. *HEALTH CENTER* shall provide staff adequate in number and quality to insure safe and continuous health care services to patients. Student shall perform in a training capacity only and shall not be utilized to treat patients in lieu of trained professionals employed by the *HEALTH CENTER*.
- G. Supervision. In situations of single preceptorships/internships, *HEALTH CENTER* shall assume daily supervision of student.

4. AFFIRMATIVE ACTION AND NON-DISCRIMINATION

The parties agree that all students receiving clinical training pursuant to the Agreement shall be selected without discrimination on account of race, color, religion, national origin, ancestry, disability, marital status, gender, sexual orientation, age, or veteran status.

5. STATUS OF SCHOOL AND HEALTH CENTER

It is expressly agreed and understood by *SCHOOL* and *HEALTH CENTER* that students under this Program are in attendance for educational purposes, and such students are not considered employees of *HEALTH CENTER* for any purpose, including, but not limited to, compensation for services, employee welfare and pension benefits, or workers' compensation insurance.

6. INDEMNIFICATION

- A. *SCHOOL* agrees to indemnify, defend and hold harmless, *HEALTH CENTER* and its affiliates, its directors, trustees, officers, agents, and employees from and against all claims, demands, damages, costs, expenses of whatever nature, including court costs and attorney fees arising out of or resulting from negligent or intentional acts or omissions of the *SCHOOL*, its officers, employees, agents or its students.
- B. *HEALTH CENTER* agrees to indemnify, defend and hold harmless *SCHOOL*, its officers, agents, employees from and against any and all claims, demands, damages, costs, expenses of whatever nature, including court costs and attorney fees arising out of or resulting from negligent or intentional acts or omissions of the *HEALTH CENTER*, its agents or its employees.

7. INSURANCE

- A. The *SCHOOL* shall procure and maintain in force during the term of this Agreement, at its sole cost and expense, insurance in amounts that are reasonably necessary to protect it and *HEALTH CENTER* against liability arising from or incident to the use and operation of the *HEALTH CENTER* by the *SCHOOL*'s students and naming *HEALTH CENTER* as an additional insured.
- B. Coverage under such insurance shall be not less than One Million Dollars (\$1,000,000) for each occurrence and Three Million Dollars (\$3,000,000) aggregate for each professional liability insurance and comprehensive general liability insurance.
- C. The *SCHOOL* shall also maintain and provide evidence of workers' compensation and disability coverage as required by law.
- D. The *SCHOOL* shall provide *HEALTH CENTER* with a certificate of insurance evidencing the insurance coverage required under this section and providing for not less than thirty (30) days written notice to the *HEALTH CENTER* of the cancellation of such insurance. The *SCHOOL* shall promptly notify the *HEALTH CENTER* of any cancellation, reduction, or other material change in the amount or scope of any coverage required hereunder.

8. TERM AND TERMINATION

- A. Term. This Agreement shall be effective as of the date first written above, and shall remain in effect for three (3) years thereafter.
- B. Renewal. This Agreement may be renewed for subsequent three (3) year terms, by either party giving the other at least 30 days prior written notice of their desire to renew, and the other party's agreeing to such a renewal prior to the expiration of the then current term of the Agreement.
- C. Termination.
 - 1) Mutual Agreement. This Agreement may be terminated at any time upon the written concurrence of the parties.
 - 2) Without Cause. This Agreement may be terminated without cause with 30 days prior written notice by either party. Such termination shall not take effect, however, with regard to students already enrolled until such time as those students have completed their training for the school semester during which such termination notice is given.

9. GENERAL PROVISIONS

- A. Amendments. This Agreement may be amended at any time by mutual agreement of the parties without additional consideration, provided that before any amendment shall become effective, it shall be reduced to writing and signed by the parties. Notwithstanding the foregoing, should any provision of this Agreement be in conflict with a governing State or federal law, it shall be deemed amended accordingly.
- B. Assignment. Neither party shall voluntarily or by operation of law, assign or otherwise transfer this Agreement without the other party's prior written consent. Any purported assignment in violation of this Section shall be null and void.
- C. Attorney's Fees. In the event that any action, including arbitration, is brought by either party to enforce or interpret the terms of this Agreement, the prevailing party in such action shall be entitled to its costs and reasonable attorney's fees, in addition to such other relief as the court or arbitrator may deem appropriate.
- D. Captions. Any captions to or headings of the articles, sections, subsections, paragraphs, or subparagraphs of this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall

not be used for the interpretation or determination of validity of this Agreement or any provision hereof.

- E. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.
- F. Entire Agreement. This Agreement, including all Attachments, is the entire Agreement between the parties and no other agreements, oral or written, have been entered into with respect to the subject matter of this Agreement.
- G. Force Majeure. Neither party shall be liable nor deemed to be in default for any delay or failure in performance under this Agreement or other interruption of service or employment deemed resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, failure of transportation, machinery or supplies, vandalism, strikes or other work interruptions beyond the reasonable control of either party. However, both parties shall make good faith efforts to perform under this Agreement in the event of any such circumstances.
- H. Governing Law. The validity, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California.
- I. Notices. Notices required under this Agreement shall be sent to the parties by certified or registered mail, return receipt requested, postage prepaid, at the addresses set forth below:

1. Notice to the ***Laurel Creek Health Center***:

Daniel R. Ruth
Licensed Nursing Home Administrator
Laurel Creek Health Center/PVE
2800 Estates Drive
Fairfield, CA 94533

Telephone: (707) 207-7807
Fax: (707) 426-1130
DanielR@pvestates.com

2. Notice to the *SCHOOL*

Sheila Hudson, Ed.D., Dean
School of Health Sciences
Solano Community College
4000 Suisun Valley Road, Room 805A
Fairfield, CA 94534

Telephone: (707) 864-7108
FAX: (707) 646-2062
sheila.hudson@solano.edu

- J. Remedies. The various rights, options, elections, powers, and remedies of the respective parties hereto contained in, granted, or reserved by this Agreement, are in addition to any others that said parties may be entitled to by law, shall be construed as cumulative, and no one of them is exclusive of any of the others, or of any right or priority allowed by law.
- K. Severability. The provisions of this Agreement shall be deemed severable and if any portion shall be held invalid, illegal or unenforceable for any reason, the remainder of this Agreement shall be effective and binding upon the parties.
- L. Waiver of Provisions. Any waiver of any terms and conditions hereof must be in writing and signed by the parties hereto. A waiver of any term or condition hereof shall not be construed as a future waiver of the same or any other term or condition hereof.
- M. Compliance with Law and Regulatory Agencies. *HEALTH CENTER* and *SCHOOL* shall comply with all applicable provisions of law and other valid rules and regulations of all governmental agencies having jurisdiction over: (i) the operation of the *HEALTH CENTER*; (ii) the licensing of health care practitioners; and (iii) the delivery of services to patients of governmentally regulated third party payers whose members/beneficiaries receive care from *HEALTH CENTER*. This shall specifically include compliance with applicable provisions of Title 22 of the California Code of Regulations. *SCHOOL* shall also comply with all applicable standards and recommendations of the Joint Commission on Accreditation of Healthcare Organizations, bylaws and rules and regulations, and policies and procedures of *HEALTH CENTER* its Medical Staff and Medical Staff departments.

10. EXECUTION

By their signatures below, each of the following represent that they have authority to execute this Agreement and to bind the party on whose behalf their execution is made.

HEALTH CENTER

Laurel Creek Health Center/PVE-Fairfield

By: _____



Daniel R. Ruth

**Title: Licensed Nursing Home
Administrator**

Date: 08-21-2023

SCHOOL

Solano Community College

By: _____

Celia Esposito-Noy, Ed.D.

Title: _____

Superintendent-President

Date: _____

AGENDA ITEM 14.(a)
MEETING DATE September 20, 2023

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

TO: Members of the Governing Board

**SUBJECT: SOLANO COMMUNITY COLLEGE CAMPUS SAFETY
REPORT FOR THE 2022-2023 SCHOOL YEAR**

REQUESTED ACTION:

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

SUMMARY: In compliance with The Clery Act (20 U.S.C. § 1092(f)), the Board is being asked to review the Campus Safety Report for the 2022-2023 school year, compiled by the Solano Community College Department of Public Safety.

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:</i>
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SUPERINTENDENT'S RECOMMENDATION:

☐ APPROVAL ☐ DISAPPROVAL
☒ NOT REQUIRED ☐ TABLE

Brian Travis
Chief, Public Safety Office

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707 864-7209

TELEPHONE NUMBER

Susan Wheet
Finance & Administration

VICE PRESIDENT APPROVAL

September 8, 2023

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

September 20, 2023

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

Solano Community College Department of Public Safety



Campus Safety Report for 2022 School Year

July 1, 2023

A MESSAGE FROM THE CHIEF OF DEPARTMENT OF PUBLIC SAFETY



Dear Solano Community College Campus Community,

The Solano Community College District Department of Public Safety (SCCDPS) is a California Commission on Peace Officers Standards and Training (POST) accredited law enforcement department established by Board of Trustees Resolution No. 21/22-10.

The men and women of the Solano Community College Department of Public Safety are committed to making the SCC campus a safe and secure environment for accomplishing the college's mission to educate a culturally and academically diverse student population drawn from our local communities and beyond. We embrace our Vision Statement to be a recognized leader in educational excellence – transforming students' lives.

This means hiring officers and staff who fit our college; providing them with best training, equipment and leadership; and partnering with our campus community to achieve our goals of providing a safe, secure, inclusive and welcoming campus to everyone.

The Solano Community College Department of Public Safety and campus administration are committed to providing the highest standards of professionalism and service to our community.

I wish everyone a successful educational experience and appreciate your on-going support in keeping Solano Community College safe and prosperous.

Should you have any questions after reading this report, or would like to talk to an officer, please stop by our office or call the duty phone at 707-580-6526.

Sincerely,

A handwritten signature in black ink, reading "Brian Huynh Travis".

Brian Huynh Travis, Chief
Department of Public Safety
Solano Community College

Meet Our Department of Public Safety Team



Chief Brian Travis



Admin Asst. Lorena Perez



Sergeant Bryant Williams



Trng. Sup. Mike Rowe



PSO Luz Daniels



PSO Henry Ingle



PSO Leon Dayrit



PSO Mariano Bermudez



PSO Fred Gray



PSO Luis Miraflor



PSO Derrick Roberts



PSO Diana Khateeb

Actions Taken by DPS in 2022 to Increase Safety for students, faculty, staff and visitors

- Created a new Community Partnership Team in June – To date team has had over 30 different meetings/training sessions with students, faculty and staff on building and personal safety.
- Created a new Bias-Hate Response and Investigations Team (BHRIT) to ensure Solano Community College is a hate-free, bias-free environment, where all people can come learn, work and play.
- Started the Challenge Coin Program to recognize students, faculty and staff for actions that would be recognized as various acts of kindness that enhances the atmosphere and safety at SCC.
- New Student Orientation Safety Briefing – Provided this safety briefing to over 150 new ECHS students and their parents.
- Hosted “A Conversation with DPS Officers” on October 13, 2022. Had great conversations with students, faculty, staff and members of the public.
- Successfully conducted Lockdown Drill (simulate barricading doors) on September 30, 2022.
- Active Shooter Training Program – Provided training to over 130 students, faculty and staff members and also over 60 Solano County residents during the last two weeks of August on survival options.
- Emergency Preparedness Training – Partnered with the Fairfield Red Cross Chapter to provide this training to over 130 students, faculty and staff members.
- First Aid / AED / CPR Training Program – Partnered with Life Support Network to provide training to 80 faculty and staff members during the first two weeks of September.
- Self-Defense for Students, Faculty and Staff – Partnered with Train4Life Martial Arts Studio from Suisun to provide this great training to over 80 students, faculty and staff on October 5th and October 12th.
- Successfully tested all Panic Buttons.
- Monthly testing of all Blue phones and AED systems.
- Developed four safety and informational brochures (Personal Safety Tips, Emergency Preparedness & Building Guideline Safety, and Helping our Students Who are in Need).
- Worked with Safety Committee to Revise the Emergency Flip Charts – They now are specifically tailored for each of our center.
- SCCDPS Facebook Page – Developed this social media platform to provide timely information to our students, faculty, staff and the public. This page has been very successful so far in reaching out to our campus community and also to Solano County residents.
- Created “Monthly Crime Stats” and also “Racial Identity Profiling Act Stats” for DPS website for transparency.
- Identified at least 35 security cameras not working properly – Working with our support vendor to fix the issues.

SCCDPS looks forward to our continued partnership and collaborative efforts with students, faculty, staff and the community we serve to help keep Solano Community College a safe and inviting place to learn, play and grow.

CRIME STATS FOR FAIRFIELD CAMPUS / NON-CAMPUS / PUBLIC PROPERTY

CRIME CATEGORIES	On	Campus		Non-	Campus		Public	Property	
	2020	2021	2022	2020	2021	2022	2020	2021	2022
Murder	0	0	0	0	0	0	0	0	0
Manslaughter	0	0	0	0	0	0	0	0	0
Rape	0	0	0	0	0	0	0	0	0
Sodomy	0	0	0	0	0	0	0	0	0
Sexual Assault w/object	0	0	0	0	0	0	0	0	0
Forcible Fondling	0	0	0	0	0	0	0	0	0
Incest	0	0	0	0	0	0	0	0	0
Statutory Rape	0	0	0	0	0	0	0	0	0
Domestic Violence	0	0	0	0	0	0	0	0	0
Dating Violence	0	0	0	0	0	0	0	0	0
Robbery	0	0	0	0	0	0	0	0	1
Aggravated Assault	0	0	0	0	0	0	0	0	0
Stalking	0	0	0	0	0	0	0	0	0
Burglary	1	3	2	0	0	0	0	0	0
Vehicle Theft	1	0	0	0	0	0	0	0	0
Arson	0	0	0	0	0	0	0	0	0
SPECIAL ARRESTS	2020	2021	2022	2020	2021	2022	2020	2021	2022
Liquor Laws	0	0	0	0	0	0	0	0	0
Drug Violations	1	0	0	0	0	0	0	0	0
Weapons Possession	0	0	0	0	0	0	0	0	0
DISCIPLINARY REFERRALS - NO ARRESTS	2020	2021	2022	2020	2021	2022	2020	2021	2022
Liquor Law Violations	0	0	0	0	0	0	0	0	0
Drug Violations	0	0	0	0	0	0	0	0	0
Weapons Possession	0	0	0	0	0	0	0	0	0
HATE CRIMES	2020	2021	2022						
	0	0	0						

CRIME STATS FOR VACAVILLE CAMPUS / NON-CAMPUS / PUBLIC PROPERTY

CRIME CATEGORIES	On	Campus		Non-	Campus		Public	Property	
	2020	2021	2022	2020	2021	2022	2020	2021	2022
Murder	0	0	0	0	0	0	0	0	0
Manslaughter	0	0	0	0	0	0	0	0	0
Rape	0	0	0	0	0	0	0	0	0
Sodomy	0	0	0	0	0	0	0	0	0
Sexual Assault w/object	0	0	0	0	0	0	0	0	0
Forcible Fondling	0	0	0	0	0	0	0	0	0
Incest	0	0	0	0	0	0	0	0	0
Statutory Rape	0	0	0	0	0	0	0	0	0
Domestic Violence	0	0	0	0	0	0	0	0	0
Dating Violence	0	0	0	0	0	0	0	0	0
Robbery	0	0	0	0	0	0	0	0	0
Aggravated Assault	0	0	0	0	0	0	0	0	0
Stalking	0	0	0	0	0	0	0	0	0
Burglary	0	0	0	0	0	0	0	0	1
Vehicle Theft	0	0	0	0	0	0	0	0	0
Arson	0	0	0	0	0	0	0	0	0
SPECIAL ARRESTS	2020	2021	2022	2020	2021	2022	2020	2021	2022
Liquor Laws	0	0	0	0	0	0	0	0	0
Drug Violations	0	0	1	0	0	0	0	0	0
Weapons Possession	0	0	0	0	0	0	0	0	0
DISCIPLINARY REFERRALS - NO ARRESTS	2020	2021	2022	2020	2021	2022	2020	2021	2022
Liquor Law Violations	0	0	0	0	0	0	0	0	0
Drug Violations	0	0	0	0	0	0	0	0	0
Weapons Possession	0	0	0	0	0	0	0	0	0
HATE CRIMES	2020	2021	2022						
	0	0	0						

CRIME STATS FOR VALLEJO CAMPUS / NON-CAMPUS / PUBLIC PROPERTY

CRIME CATEGORIES	On	Campus			Non-	Campus			Public	Property	
	2020	2021	2022		2020	2021	2022		2020	2021	2022
Murder	0	0	0		0	0	0		0	0	0
Manslaughter	0	0	0		0	0	0		0	0	0
Rape	0	0	0		0	0	0		0	0	0
Sodomy	0	0	0		0	0	0		0	0	0
Sexual Assault w/object	0	0	0		0	0	0		0	0	0
Forcible Fondling	0	0	0		0	0	0		0	0	0
Incest	0	0	0		0	0	0		0	0	0
Statutory Rape	0	0	0		0	0	0		0	0	0
Domestic Violence	0	0	0		0	0	0		0	0	0
Dating Violence	0	0	0		0	0	0		0	0	0
Robbery	0	0	0		0	0	0		0	0	0
Aggravated Assault	0	0	0		0	0	0		0	0	0
Stalking	0	0	0		0	0	0		0	0	0
Burglary	0	1	0		0	0	0		0	0	0
Vehicle Theft	3	0	0		0	0	0		0	0	0
Arson	0	0	0		0	0	0		0	0	0
SPECIAL ARRESTS	2020	2021	2022		2020	2021	2022		2020	2021	2022
Liquor Laws	0	0	0		0	0	0		0	0	0
Drug Violations	0	0	0		0	0	0		0	0	0
Weapons Possession	0	0	0		0	0	0		0	0	0
DISCIPLINARY REFERRALS - NO ARRESTS	2020	2021	2022		2020	2021	2022		2020	2021	2022
Liquor Law Violations	0	0	0		0	0	0		0	0	0
Drug Violations	0	0	0		0	0	0		0	0	0
Weapons Possession	0	0	0		0	0	0		0	0	0
HATE CRIMES	2020	2021	2022								
	0	0	0								

CRIME STATS FOR TRAVIS AIR FORCE CAMPUS / NON-CAMPUS / PUBLIC PROPERTY

CRIME CATEGORIES	On	Campus			Non-	Campus			Public	Property	
	2020	2021	2022		2020	2021	2022		2020	2021	2022
Murder	0	0	0		0	0	0		0	0	0
Manslaughter	0	0	0		0	0	0		0	0	0
Rape	0	0	0		0	0	0		0	0	0
Sodomy	0	0	0		0	0	0		0	0	0
Sexual Assault w/object	0	0	0		0	0	0		0	0	0
Forcible Fondling	0	0	0		0	0	0		0	0	0
Incest	0	0	0		0	0	0		0	0	0
Stautuory Rape	0	0	0		0	0	0		0	0	0
Domestic Violence	0	0	0		0	0	0		0	0	0
Dating Violence	0	0	0		0	0	0		0	0	0
Robbery	0	0	0		0	0	0		0	0	0
Aggravated Assault	0	0	0		0	0	0		0	0	0
Stalking	0	0	0		0	0	0		0	0	0
Burglary	0	0	0		0	0	0		0	0	0
Vehicle Theft	0	0	0		0	0	0		0	0	0
Arson	0	0	0		0	0	0		0	0	0
SPECIAL ARRESTS	2020	2021	2022		2020	2021	2022		2020	2021	2022
Liquor Laws	0	0	0		0	0	0		0	0	0
Drug Violations	0	0	0		0	0	0		0	0	0
Weapons Possession	0	0	0		0	0	0		0	0	0
DISCIPLINARY REFERRALS - NO ARRESTS	2020	2021	2022		2020	2021	2022		2020	2021	2022
Liquor Law Violations	0	0	0		0	0	0		0	0	0
Drug Violations	0	0	0		0	0	0		0	0	0
Weapons Possession	0	0	0		0	0	0		0	0	0
HATE CRIMES	2020	2021	2022								
	0	0	0								

DPS Officers Being Involved with The Community They Serve and Protect



Chief Travis and Officer Daniels Speak to Students Prior to a Self-Defense Training Session



Students Participated in Self-Defense Training



Chief Travis posed with Red Cross Staff After An Active Shooter and Emergency Preparedness Training



Chief Travis "Coins" Employee Herman Porter



Officer “Coins” Employee Steve Ercole



Officer Daniels Visits Daycare Center on Campus



Officer Daniels Provided a Presentation of Campus Safety to Professor Nordin's Class



Officer Daniels and Lorena Perez Visit Daycare Center



Officer Dayrit Saving and Protecting a Bird During His Shift



Chief Travis and Officer Daniels Welcome New Students to Solano Community College

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

TO: Members of the Governing Board

**SUBJECT: REVIEW OF PROPOSED BOARD POLICY AND
ADMINISTRATIVE PROCEDURE CHANGES**

REQUESTED ACTION:

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

SUMMARY: The Governing Board establishes broad institutional policies and appropriately delegates responsibility to implement these policies. At this time, Board Policies 3070, 3080, 3090, 3100, 3110, 3120, 3200, 3220, 3225, 3230, 3240, 3300, and 3310; and Administrative Procedures 3070, 3090, 3220, 3225, 3240, and 3310 are being presented for first reading. Board approval will be requested at the October 4, 2023 Governing Board meeting.

A copy of the proposed changes is attached.

STUDENT SUCCESS IMPACT:

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

<i>Government Code:</i> N/A	<i>Board Policy:</i> 3000	<i>Estimated Fiscal Impact:</i> N/A
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SUPERINTENDENT'S RECOMMENDATION:

☐ APPROVAL ☐ DISAPPROVAL
☒ NOT REQUIRED ☐ TABLE

Susan Wheet
Vice President, Finance & Administration

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707 864-7209

TELEPHONE NUMBER

Susan Wheet
Finance & Administration

VICE PRESIDENT APPROVAL

September 8, 2023

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

September 20, 2023

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

**Proposed Board Policy and Administrative Procedure Changes
Summary
For October 4, 2023 Board Meeting**

BP 3070 – His/her to their
AP 3070 – New written procedures

BP 3080 – Removing reference to Ed Code that no longer exists

BP 3090 – Adding County Superintendent of School information
AP 3090 – New written procedures

BP 3100 – Updating due to regulatory additions

BP 3110 – Updating to current practices; Deleting procedures as unneeded/inconsistent with BP

BP 3120 – No changes

BP 3200 – Addition of medical and insurance deductions

BP 3220 – Adding contract code reference; separating out procedures
AP 3220 – New written procedures

BP 3225 – Adding language about contract code exceptions; separating out procedures
AP 3225 – New written procedures

BP 3230 – Changing to Vendor Conflict of Interest with Government Code reference

BP 3240 – Separating out procedures
AP 3240 – New written procedures

BP 3300 – Adding definition of equipment per California Budget and Accounting Manual (BAM),
changing to 2-year cycle per audit requirements

BP 3310 – Adding responsibility list per accreditation standards; Separating out procedures
AP 3310 – New written procedures

SOLANO COMMUNITY COLLEGE DISTRICT

ACCOUNTING – ANNUAL AUDIT

3070

POLICY: There shall be an annual outside audit of all funds, books, and accounts of the District in accordance with the regulations of Title 5. The Superintendent/President or his/her designee shall assure that an annual outside audit is completed. The Superintendent/President or ~~his/her~~ **their** designee shall recommend a certified public accountancy firm to the Governing Board with which to contract for the annual audit.

REFERENCES/

AUTHORITY: Education Code Section 84040(b)

ADOPTED: November 1, 1971

REVIEWED: 2008 – No Updates, **2023**

REVISED: January 21, 1987; May 17, 2000; October 18, 2006, **October 4, 2023**

SOLANO COMMUNITY COLLEGE DISTRICT

FINANCIAL AUDITS

PROCEDURE #3070

PROCEDURES

On or before April 1 of the fiscal year, the Board shall approve the selection of an auditor who shall be a certified public accountant licensed by the California State Board of Accountancy.

An auditing firm's contract shall be for no longer than 5 years. The audit shall include all funds under the control or jurisdiction of the District. The audit shall identify all expenditures by source of funds and shall contain:

- A statement that the audit was conducted pursuant to standards and procedures developed in accordance with Education Code Section 84040.5, and
- a summary of audit exceptions and management recommendations.

Audit reports for the preceding fiscal year must be presented to the Board and submitted to the California Community Colleges Chancellor's Office by December 31.

REFERENCES/AUTHORITY: 84040(b), 84040.5, and 81644
Title 5 Section 59102;
Accreditation Standard III.D.7:
2 Code of Federal Regulations Parts 200.302(b)(6)-(7),
200.305, and 200.400 et seq.

GOVERNING BOARD REVIEW: September 2023

SOLANO COMMUNITY COLLEGE DISTRICT

ACCOUNTING – REVOLVING CASH FUND AND CLEARING ACCOUNTS

3080

POLICY: The District ~~shall~~ may maintain a revolving and/or clearing Cash Fund, Funds at a local bank, in ~~an amount~~ amounts approved by the Governing Board for specified purposes and established by Governing Board resolution . The ~~fund~~ funds shall be administered in compliance with applicable laws and regulations.

~~The Governing Board may establish and maintain, in a local bank, clearing accounts as are required and/or desirable. Such clearing accounts shall be established.~~

REFERENCES/

AUTHORITY: ~~California Education Code, Sections 85400-85405~~
Solano Community College District Governing Board

ADOPTED: November 1, 1971

REVIEWED: 2008 – No Updates, 2023

REVISED: January 21, 1987; October 4, 2023

SOLANO COMMUNITY COLLEGE DISTRICT

ACCOUNTING – AUTHORIZATION TO SIGN CHECKS, WARRANTS AND ORDERS FOR PAYMENT

3090

POLICY: The Governing Board shall designate specified personnel who are authorized to sign checks, warrants, and orders for payment when the signature of the responsible person(s) change. The designation shall be made in a formal resolution **which shall be filed with the County Superintendent of Schools. No person other than an officer or employee of the district shall be authorized to sign orders.** ~~All checks drawn against District funds shall require dual signatures.~~

REFERENCES/AUTHORITY: California Education Code, Sections 85232, 85233

ADOPTED: November 21, 2001

REVIEWED: 2008 – No Updates; **2023**

REVISED: **October 4, 2023**

SOLANO COMMUNITY COLLEGE DISTRICT

DESIGNATION OF AUTHORIZED SIGNATURES

PROCEDURE #3090

PROCEDURES

The Chief Business Officer, or their designee, is hereby designated as the District officer authorized to sign warrants on behalf of the District. Proper documentation regarding signing District warrants shall be filed with the county superintendent of schools.

The Chief Business Officer, or their designee, may withhold approval of District warrants when (1) disbursement of the funds will result in the total amounts expended in any major account classification to exceed the amount budgeted, or (2) when established procedures have not been followed to permit verification of authenticity of the expenditure, or (3) when a purchase exceeds \$50,000 without prior approval of the Board of Trustees.

REFERENCES/AUTHORITY: Education Code Sections 85232 and 85233

GOVERNING BOARD REVIEW: 2023

SOLANO COMMUNITY COLLEGE DISTRICT

ACCOUNTING – MANAGEMENT OF STUDENT FUNDS

3100

POLICY: All funds of student organizations shall be held in custody by the District. The Governing Board shall provide for the administrative supervision and proper accounting controls of all funds raised by the ASSC or any student club or organization using the name of the College. All such funds and accounts shall be ~~audited annually~~ subject to the annual audit procedures as determined by the District's outside auditor and the charge thereof shall be a charge against the District General Fund. Additional examination procedures may be applied by the Chief Business Officer or designee.

~~California Code of Regulations, Title 5, Section 76065~~ California Education Code, Sections 76060, 7060.5, 76062, 76063, 76065, and 84040

ADOPTED: January 21, 1987

REVISED: May 17, 2000; 2023

REVIEWED: 2008 – No Update; October 4, 2023

SOLANO COMMUNITY COLLEGE DISTRICT

ACCOUNTING – INACTIVE TRUST AND SCHOLARSHIP FUNDS

3110

POLICY: INACTIVE TRUST FUNDS. All District trust funds shall be reviewed annually. Associated Students of Solano College trust funds determined to have been inactive for two (2) consecutive years shall have their fund balances transferred to the Associated Students of Solano College government fund or a designated charity in compliance with administrative procedures governing such action. All other ~~District~~ Student trust funds determined to have been inactive for five (5) consecutive years shall have their fund balances transferred to the Associated Students of Solano College ~~government~~ fund for the purpose of providing student scholarships in compliance with administrative procedures governing such action.

INACTIVE DISTRICT-CONTROLLED SCHOLARSHIP FUNDS.

Inactive District-controlled scholarship funds shall be reviewed annually. Funds determined to have been inactive for two (2) consecutive years shall have their fund balances transferred to ~~the a~~ Solano Community College Scholarship account ~~Foundation~~ or be closed in compliance with administrative procedures governing such action.

REFERENCES/

AUTHORITY: Solano Community College District Governing Board

ADOPTED: January 21, 1987

REVIEWED: 2008 – No Updates; 2023

REVISED: May 7, 1997; May 17, 2000; October 4, 2023

SOLANO

PROCEDURES: — INACTIVE TRUST FUNDS

1. ~~Associated Students of Solano College club funds~~
 - a. ~~As of June 30th each year, the Director of Fiscal Services will prepare a listing of all club funds which have been inactive for at least two (2) consecutive years.~~
 - b. ~~The Director of Student Development will review the listing to confirm the appropriateness of closing the specified funds.~~
 - c. ~~The Director of Student Development will direct the Director of Fiscal Services to transfer the funds balances to: (1) the Associated Students of Solano College (ASSC) fund for the stated purpose of providing direct services to the students; or (2) a designated charity that complies with the administrative rules governing such action.~~
2. ~~All other trust funds~~
 - a. ~~As of June 30th each year, the Director of Fiscal Services will prepare a listing of all trust funds which have been inactive for at least five (5) consecutive years.~~
 - b. ~~The Vice President of Administrative & Business Services will review the listing to confirm the appropriateness of closing the specified funds.~~
 - c. ~~The Vice President of Administrative & Business Services will direct the Director of Fiscal Services to transfer the fund balances to: (1) Associated Students of Solano College (ASSC) for the stated purpose of providing book loans to students; or (2) a designated charity that complies with the administrative rules governing such action.~~

INACTIVE DISTRICT-CONTROLLED SCHOLARSHIP FUNDS

- a. ~~As of June 30th each year, the Director of Fiscal Services will prepare a listing of all District-controlled scholarship funds which have been inactive for at least two (2) consecutive years.~~
- b. ~~The Dean of Financial Aid and EOPS will review the listing to confirm the appropriateness of closing the specified funds.~~
- c. ~~The Dean of Financial Aid and EOPS will direct the Director of Fiscal Services to transfer the fund balances to: (1) Solano College Scholarship Foundation for the stated purpose of providing scholarships to students; or (2) a designated charity that complies with the administrative rules governing such action.~~

WCW/jkb

Policy 3110

Governing Board Review: ~~May 7, 1997; May 17, 2000~~

SOLANO COMMUNITY COLLEGE DISTRICT

ACCOUNTING – COLLECTION OF FINES, FEES AND OTHER MONIES

3120

POLICY: All monies collected for losses to District property and all fees collected shall be deposited in the Business Office. These monies are District funds and shall be accounted for in the proper manner. Monies so collected shall not be used as revolving funds.

The District shall collect and deposit all funds due in a timely manner.

REFERENCES/

AUTHORITY: Solano Community College District Governing Board

WCW/jkb

Policy 3120

ADOPTED: November 1, 1971

REVIEWED: 2008 – No Updates; 2023 – No Updates

REVISED: January 21, 1987; May 17, 2000

SOLANO COMMUNITY COLLEGE DISTRICT

PAYROLL – PAYROLL DEDUCTIONS

3200

POLICY: Routine payroll deductions from salaries earned by District employees will include federal income tax, state income tax, retirement and social security (when applicable).

Upon revocable authorization from the employee, deductions will also be made to include, but will not be limited to, credit unions, **medical and other insurance plans**, charity fund drives, US Savings Bonds, recognized association dues, tax-sheltered annuities and deferred compensation plans and the Solano Community College Educational Foundation.

REFERENCES/

AUTHORITY: California Education Code, Section 87040

ADOPTED: January 21, 1987

REVIEWED: 2008 – No Updates ; **2023**

REVISED: May 17, 2000; **October 4, 2023**

SOLANO COMMUNITY COLLEGE DISTRICT

PURCHASING – AUTHORITY TO PURCHASE

3220

POLICY: The Superintendent/President or ~~his/her~~ **their** designee is delegated the authority to purchase supplies, materials, apparatus, equipment and services as necessary to the efficient operation of the District. No such purchase shall exceed the amounts specified by **Section 20651 of the California Public Contract Code** as amended from time to time. All such transactions shall be reviewed by the Governing Board within sixty (60) days.

REFERENCES/

AUTHORITY: Education Code Section 81656
Public Contracts Code Section 20650 and 20651

ADOPTED: November 1, 1971

REVIEWED: 2008 – No Updates; **2023**

REVISED: January 21, 1987; October 18, 2006; **October 4, 2023**

~~SOLANO COMMUNITY COLLEGE DISTRICT BUSINESS SERVICES PROCEDURES~~

~~AUTHORITY TO PURCHASE~~

~~#3220~~

~~**PROCEDURES:** Governing Board Policy 3220 delegates authority to the Superintendent/President, or his or her designee, to enter into contracts on behalf of the District not to exceed the amount specified by Section 20651 of the California Public Contract Code.~~

~~The Superintendent/President has designated the following personnel, holding the following District positions, to sign contracts as specified:~~

~~Identified below are different types of contracts, the authorized signature for the contract and the location where each contract is held:~~

<u>Signature</u>	<u>Types of Contracts</u>	<u>Where Filed</u>
<u>Superintendent/President</u>	Surplus Real Property	Admin/Business Services
	Bargaining Unit	Human Resources
	Consortium Agreements	Admin/Business Services
<u>Director, Human Resources</u>	Personnel Contracts	Human Resources
<u>Vice President,</u>		
<u>Admin/Business Services</u>	Independent Contractors	Admin/Business Services
	Student Teaching	Admin/Business Services
	Equipment Maintenance	Admin/Business Services
	Public Works	Admin/Business Services
	Food / Vending	Admin/Business Services
	Purchase Orders	Admin/Business Services
	Consultant Services	Admin/Business Services
	County Services	Admin/Business Services
	Lease Purchase	Admin/Business Services
	Special Apportionment/	
	Grant/Donor	Admin/Business Services
	Benefits / Insurance	Admin/Business Services
<u>VP, Admin/Business Services</u>		Admin/Business Services
<u>& Director, Facilities</u>	Use of District Facilities	
	Off-Campus Lease	Admin/Business Services
	Agreements	
<u>Vice President, Technology &</u>	Software Licensing	Technology & Learning
<u>Learning Resources</u>	Agreements	Resources

JEH/jka

Governing Board Review: October 18, 2006

SOLANO COMMUNITY COLLEGE DISTRICT

AUTHORITY TO PURCHASE

PROCEDURE #3220

PROCEDURES:

The Chief Business Officer is delegated authority from the Superintendent/President to supervise budget preparation and management; oversee fiscal management of the District; and contract for, purchase, sell, lease, or license real and personal property, in accordance with Board policy and law. Responsibility for the development of internal policies and procedures consistent with the provision of this regulation remains with the Chief Business Officer. This delegated authority is subject to the condition that certain of these transactions be submitted to the Superintendent/President for review and approval from time to time as determined by the Superintendent/President.

When transactions do not exceed the dollar limits established in the Public Contracts Code, the Education Code or other laws pertaining to the taking of competitive bids, the Chief Business Officer may contract for goods, services, equipment and rental of facilities so long as the transactions comply with law and any limitations or requirements set forth therein. Furthermore, the Chief Business Officer may amend the terms and conditions of any contractual arrangement so long as the total expenditure of funds and period of contract do not exceed the limitations set forth in applicable law or regulation.

All contracts, purchases, or renewals exceeding \$50,000 require prior approval by the Board of Trustees. This shall include an aggregation of smaller contracts to the same vendor (known as bid-splitting). Contracts under \$50,000 shall be submitted to the Board as a consent item.

REFERENCES/AUTHORITY: Education Code Sections 70902(d), 81644, 81655, and 81656
Public Contract Code Sections 20651, 20658, and 20659

GOVERNING BOARD REVIEW: 2023

SOLANO COMMUNITY COLLEGE DISTRICT

~~BUDGET~~ CONTRACTS BIDS AND CONTRACTS

3225

POLICY: The Governing Board delegates to the Superintendent/President or ~~his/her~~ **their** designee the authority to enter into contracts on behalf of the District and to establish administrative procedures for contract awards and management, subject to the following:

Contracts are not enforceable obligations until they are ratified by the Governing Board.

Contracts for work to be done, services to be performed or for goods, equipment or supplies to be furnished or sold to the District that exceed the amounts specified in Public Contracts Code Section 20651 shall require prior approval by the Governing Board.

When bids are required according to the Public Contracts Code Section 20651, the Governing Board shall award each such contract to the lowest responsible bidder, unless excepted by law, who meets the specifications published by the District and who shall give such security as the Governing Board requires or rejects all bids.

When the District determines that, according to Public Contract Code Section 20651.7, it can expect long-term savings through the use of life-cycle cost methodology, the use of more sustainable goods and materials, and reduced administrative costs, the District may select and award the contract based on best value in accordance with AP 6340. The bidder shall give such security as the Board requires and may reject all bids.

When the Superintendent-President, in consultation with Chief Business Officer or Chief Facilities Officer or designee, determines that, the District can obtain a contract for goods or services through the California Community Colleges Chancellor's Office CollegeBuys Program for the Procurement of Goods and Services for Community College Districts at a lower price upon the same terms, conditions and specifications, the Chief Business Officer or Chief Facilities Officer or designee may proceed with the contract without conducting a formal bidding process.

SOLANO COMMUNITY COLLEGE DISTRICT

If the Superintendent/President or ~~his/her~~ **their** designee concludes that the best interests of the District will be served by pre-qualification of bidders in accordance with Public Contracts Code Section 20651.5, pre-qualification may be conducted in accordance with procedures that provide for a uniform system of rating on the basis of a questionnaire and financial statements.

If the best interests of the District will be served by a contract, lease, requisition or purchase order through any other public corporation or agency in accordance with Public Contracts Code Section 20652, the Superintendent/President or ~~his/her~~ **their** designee is authorized to proceed with a contract.

REFERENCES/

AUTHORITY: Education Code Sections 81641, et seq;
Public Contracts Code Section 20650, et seq.;
Government Code Section 53060;
ACCJC Accreditation Standard III.D.16;
2 Code of Federal Regulations Part 200.318;
Title 5 Sections 59130 et seq.

ADOPTED: October 18, 2006

REVIEWED: 2008, **2023**

REVISED: **October 4, 2023**

SOLANO COMMUNITY COLLEGE DISTRICT

BUSINESS SERVICES PROCEDURES

~~BUDGET CONTRACTS~~ _____ # 3225

PROCEDURES:

~~Requests for services of non-employees for payment of less than \$10,000 in a one-year period per contractor are paid from the Professional Expert Authorization and do not require prior Governing Board approval. See Board Policy 3220.~~

~~A Service Contract must be used for services of non-employees exceeding \$10,000 per one year period.~~

~~Special Services Contractors include but are not limited to: models, educational consultant, workshop presenters, sign language interpreters, accompanist, cognitive testing, guest speakers and timekeepers.~~

~~Compensation: The fee should be established to include travel and other expenses.~~

Payment Process for Service with Prior Governing Board Approval:

- ~~1. Complete the Professional Expert Authorization.~~
- ~~2. Submit the original and second copy to the Human Resources Director, retain third copy for pending certification file.~~
- ~~3. After date of service, complete certification and submit to the Fiscal Services Office.~~
- ~~4. If there are multiple dates of service and payment is desired after each, prepare sufficient additional copies and submit certification of service after each date.~~
- ~~5. A warrant may be requested for delivery to the contractor at the time of service if the requisition is submitted at least ten working days prior to the date of service.~~

~~District Budget Managers are authorized to proceed to call on outside services or to purchase or rent necessary materials for the following purposes, not to exceed the stated maximum total for materials and/or services for any one job, purchase or transaction:~~

<u>Maximum Amount</u>	<u>Transaction Type</u>	<u>Area</u>
\$5,000	Repair	Buildings and grounds.
\$3,000	Repair	Vehicles, computers, office, or other equipment.
\$3,000	Purchase/Rentals/ Pre-payments	Book purchases, drama rentals and royalties, equipment rentals, film rentals,

SOLANO COMMUNITY COLLEGE DISTRICT

_____ memberships, newspaper advertisements, security
_____ services, subscriptions, supplies or other _____
_____ miscellaneous expenses (includes minor equipment
_____ costing \$1000 or less), and transportation.

Page 1 of 2

BUSINESS SERVICES PROCEDURES

BUDGET — CONTRACTS _____ **# 3225**

PROCEDURES: _____ **(CONTINUED)**

Payment of Invoices: The original invoice shall be verified for accuracy and signed and dated by the Budget Manager. Invoices should be forwarded to the Fiscal Services Office for entry into the system. Once the invoice is entered, the voucher number should be written in the upper right hand corner of the invoice and the vendor number should be written on the lower right hand corner and preceded with a "V."

JEH/jka

Governing Board Review: October 18, 2006

SOLANO COMMUNITY COLLEGE DISTRICT

Page 2 of 2

BUSINESS SERVICES PROCEDURES

BIDS AND CONTRACTS BUDGET—CONTRACTS

PROCEDURE # 3225

PROCEDURES:

Limits

Bids or quotations shall be secured as may be necessary to obtain the lowest possible prices as follows:

-

- Purchase of goods or services up to the limits set out in the Public Contracts Code will require documented quotes.
- Purchase of goods or services in excess of the limits set out in the Public Contracts Code require formal advertised bids.

-

In securing bids or quotations, the District will avoid acquisition of unnecessary or duplicative items. Contracts involving expenditures that require competitive bidding require approval by the Board of Trustees prior to award.

-

Bid Specifications

Bid specifications shall include a definite, complete statement of what is required and, insofar as practical, shall include pertinent details of size, composition, construction, and/or texture of what is specified, and minimum standards of efficiency, durability, and/or utility required of what is specified. Additionally, when the use of a skilled and trained workforce to complete a contract or project is required, the bid documents and construction contracts shall state that the project is subject to the skilled and trained workforce requirement.

-

Notice Calling for Formal Advertised Bids

The District shall publish at least once a week for two weeks in a newspaper of general circulation published within the District or if there is no such paper, then in some newspaper of general circulation, circulated in the county, a notice calling for bids or proposals, stating the work to be done or materials or supplies to be furnished and the time and place when bids will be opened. The District may accept a bid that was submitted either electronically or on paper.

-

Bid and contract forms shall be prepared and maintained by the Chief Business Officer. All applicable statutory provisions and board policies shall be observed in preparation of the forms.

-

The Chief Business Officer shall be responsible for insuring that the bid specifications are sufficiently broad to encourage and promote open competitive bidding.

-

All bid notices for work to be done shall contain an affirmative statement requiring compliance with Labor Code Sections 1775 and 1776 governing payment of prevailing wages and Labor Code Section 1777.5 governing employment of apprentices. All bid submissions shall contain all documents necessary to assure compliance with these California Labor Code Sections. Failure to provide such documentation shall cause any such bid to be deemed incomplete.

When required or determined to be appropriate, bids shall be accompanied by a certified or cashier's check, or bid bond, in the amount specified in the bid form, as a guarantee that the bidder will enter into contract and furnish the required contract bonds. When no longer required for the protection of the District, any certified or cashier's check received shall be returned to the respective bidder.

The Purchasing Department shall make available to the prospective bidders bid forms with sets of specifications and drawings and shall provide a convenient place where bidders, subcontractors, and materiel personnel may examine the specifications and drawings.

The Purchasing Department shall provide an electronic copy of the plans and specifications and other contract documents to a contractor plan room service at no charge upon request from that contractor plan room.

When permitted, a deposit for sets of plans and specifications may be required and may be refunded when such documents are returned.

Awarding of Bids and Contracts

The awarding of bids and contracts shall be subject to the following conditions:

- Any and all bids and contract proposals may be rejected by the District.
- All bids shall be opened publicly, and bidders shall be given the opportunity to make record of the bids received.
- Bid and contract award recommendations to the Board shall show a tabulation of the bids received in reasonable detail.
- Selection and Award to Lowest Responsible Bidder:
 - Bid and contract awards shall be made to the lowest responsible bidder substantially meeting the requirements of the specifications.
- Selection and Award Based on Best Value:
 - For the purposes of bid evaluation and selection when the District determines that it can expect long-term savings through the use of life-cycle cost methodology, the use of more sustainable goods and materials, and reduced administrative costs, the District may provide for the selection of the lowest responsible bidder on the basis of best value.
 - "Best value" means the most advantageous balance of price, quality, service, performance, and other elements, as defined by the Board, achieved through methods in accordance with this section and determined by objective

- performance criteria that may include price, features, long-term functionality, life-cycle costs, overall sustainability, and required services.
- The District will consider all of the following in a best value selection and award:
 -
 - Price and service level proposals that reduce the District's overall operating costs, including end-of-life expenditures and impact.
 - Equipment, services, supplies, and materials standards that support the District's strategic acquisition and management program direction.
 - A procedure for protest and resolution in the request for proposal.
 - The District may also consider any of the following in a best value selection and award:
 -
 - The total cost of its purchase, use, and consumption of equipment, supplies, and materials.
 - The operational cost or benefit incurred by the District.
 - The added value to the District, as defined in the request for proposal, of vendor-added services.
 - The quality and effectiveness of equipment, supplies, materials, and services.
 - The reliability of delivery and installation schedules.
 - The terms and conditions of product warranties and vendor guarantees.
 - The financial stability of the vendor.
 - The vendor's quality assurance program.
 - The vendor's experience with the provisions of equipment, supplies, materials, and services within the institutional marketplace.
 - The consistency of the vendor's proposed equipment, supplies, materials, and services with the District's overall supplies and materials procurement program.
 - The economic benefits to the local community, including, but not limited to, job creation and retention.
 - The environmental benefits to the local community.
 - The District will award a contract to the lowest responsible bidder, whose proposal offers the best value to the District based solely on the criteria set forth in the request for proposal. The District shall document its determination in writing.
 - The District shall issue a written notice of intent to award supporting its contract award and stating in detail the basis of the award. The notice of the intent to award and the contract file must be sufficient to satisfy an external audit.

- The District shall publicly announce its award, identifying the bidder to which the award is made, the price proposal of the contractor awarded the contract, and the overall combined rating on the request for proposal evaluation factors. The announcement shall also include the ranking of the contractor awarded the contract in relation to all other responsive bidders and their respective price proposals and summary of the rationale for the contract award.
- The District shall ensure that all businesses have a fair and equitable opportunity to compete for, and participate in, district contracts and shall also ensure that discrimination on the basis of sex, race, color, religion, ancestry, national origin, ethnic group identification, age, mental disability, physical disability, medical condition, genetic information, marital status, or sexual orientation, does not occur in the award and performance of contracts.

Purchase without Advertising for Bids

The Chief Business Officer is authorized to make purchases from firms holding public agency contracts without calling for bids where it appears advantageous to do so.

The Chief Business Officer may, without advertising for bids within the same District, purchase or lease from other public agencies materials or services by authorization of contract or purchase order.

The Chief Business Officer may make purchases through the State of California Cooperative Purchasing Program operated by the Department of General Services.

The Chief Business Officer may make purchases through the CollegeBuys Program for the Procurement of Goods and Services for Community College Districts, without conducting an independent local bidding process, if the District determines that doing so would result in a lower contract price upon the same terms, conditions and specifications.

The Chief Business Officer is authorized to make purchases with a value between \$5,000 and \$250,000 from a certified small business, microbusiness, or disabled veteran business enterprise.

Duration of Continuing Contracts for Services and Supplies

Continuing contracts for work or services furnished to the District are not to exceed five years. Contracts for materials and supplies are not to exceed three years.

Emergency Repair Contracts without Bid

When emergency repairs or alterations are necessary to continue existing classes or to avoid danger of life or property, the Chief Facilities Officer may make a contract in behalf of the District for labor, materials and supplies without advertising for or inviting bids, subject to ratification by the Board.

Unlawful to Split Bids

It shall be unlawful to split or separate into smaller work orders or projects any project for the purpose of evading the provisions of the Public Contract Code requiring work to be done by contract after competitive bidding.

-
Record Retention

The District will retain records sufficient to detail the history of procurement. These records include: rationale for the method of procurement, selection of contract type, contractor selection and rejection, and the basis for the contract price.

-
Kindergarten-University Public Education Bond Act Projects

For projects funded by 2002, 2004, or 2006 Bond Funds, the Chief Business Officer will initiate and enforce, or contract with a third party to initiate and enforce, a labor compliance program for that project under Labor Code Section 1771.7. The program will include:

-

- Appropriate language concerning the wage requirements of Labor Code Sections 1720 et seq. in all bid invitations and public works contracts.
- A pre-job conference with the contractor and subcontractors to discuss applicable federal and state labor law requirements.
- Project contractors and subcontractors shall be required to maintain and, at designated times, furnish certified copies of weekly payroll containing a statement of compliance signed under penalty of perjury.
- The District shall review, and if appropriate audit, the payroll records of the employees of the contractor and/or subcontractor. The review and audit shall be conducted by Chief Business Officer or an independent third party, but not the third party with whom the District contracts to initiate and enforce a labor compliance program under Labor Code Section 1771.7.
- If an investigation establishes that an underpayment of wages has occurred, the District shall withhold any contract payments, equal to the amount of underpayment and any applicable penalties.
- The Chief Business Officer shall transmit a written finding that the District has initiated and enforced, or has contracted with a third party to initiate and enforce, the required labor compliance program, to the Director of the Department of Industrial Relations or any successor agency that is responsible for the oversight of employee wage and work hour laws.

PERSONAL SERVICE AGREEMENTS

The Chief Business Officer is responsible for ensuring that services are appropriately classified as independent contractors as defined by Federal and California agencies. A Service Contract must be used for services of non-employees exceeding \$10,000 per one year period.

~~Special Services Contractors include but are not limited to: models, educational consultant, workshop presenters, sign language interpreters, accompanist, cognitive testing, guest speakers and timekeepers.~~

Compensation: The fee ~~should~~ **will** be established to include travel and other expenses.

Payment Process for **Personal Services Agreements**: ~~with Prior Governing Board Approval:~~

1. Complete the **Personal Services Agreement** ~~Professional Expert Authorization.~~
2. Submit the **Personal Services Agreements to the Chief Business Officer for determination of independent contractor or employee status.** ~~original and second copy to the Human Resources Director, retain third copy for pending certification file.~~
3. Obtain Board approval
4. After date of service, complete certification and submit to the Fiscal Services Office.
5. If there are multiple dates of service and payment is desired after each, prepare sufficient additional copies and submit certification of service after each date.
6. **Payment before service is generally not permitted. But if pre-payments is deemed necessary by the Chief Business Officer** a warrant may be requested for delivery to the contractor at the time of service if the requisition is submitted at least ten working days prior to the date of service.

~~District Budget Managers are authorized to proceed to call on outside services or to purchase or rent necessary materials for the following purposes, not to exceed the stated maximum total for materials and/or services for any one job, purchase or transaction:~~

<u>Maximum Amount</u>	<u>Transaction Type</u>	<u>Area</u>
\$5,000	Repair_____	Buildings and grounds.
\$3,000	Repair_____	Vehicles, computers, office, or other equipment.
\$3,000	Purchase/Rentals/ Pre payments	Book purchases, drama rentals and royalties, equipment rentals, film rentals,
	_____	memberships, newspaper advertisements, security
	_____	services, subscriptions, supplies or other_____
	_____	miscellaneous expenses (includes minor equipment
	_____	costing \$1000 or less), and transportation.

Payment of Invoices: The original invoice shall be verified for accuracy and signed and dated by the Budget Manager. Invoices should be forwarded to the Fiscal Services Office for payment.

entry into the system. Once the invoice is entered, the voucher number should be written in the upper right hand corner of the invoice and the vendor number should be written on the lower right hand corner and preceded with a "V."

Governing Board Review: October 18, 2006, 2023

SOLANO COMMUNITY COLLEGE DISTRICT

PURCHASING – VENDOR RELATIONS CONFLICTS OF INTEREST

3230

POLICY: ~~It is the policy of the Governing Board that any interest that officers and employees of the Governing Board have in purchases and/or contracts of the Governing Board shall be limited in accordance with applicable laws and that all suppliers will be in compliance with applicable nondiscrimination laws.~~

No Board member, officer, or employee shall recommend or approve any vendor or purchase transaction where an existing or potential conflict of interest exists without express prior disclosure of the conflict and approval of the Superintendent-President and Board of Trustees.

If a the Board member, officer, or employee has a family member or close relative with a relationship with the vendor or transaction, that relationship is presumed to also exist for the Board member, officer, or employee, thereby creating a potential conflict of interest for the Board member, officer, or employee. A family member or close relative is any spouse, spousal equivalent, child, parent, sibling, or other relationship which might be perceived as creating a conflict.

Conflicts may be financial, economic, employment, personal, or social.

When considering whether a conflict may exist, the Board member, officer, or employee should consider real and perceived conflicts. The Board member, officer, or employee may conclude that no real conflict exists (present or future), but they should also consider if a common person might perceive a potential conflict of interest.

REFERENCES/

AUTHORITY: Solano Community College District Governing Board
California Government Code Section 1090

ADOPTED: January 21, 1987

REVIEWED: 2008 – No Updates; **2023**

REVISED: **October 4, 2023**

SOLANO COMMUNITY COLLEGE DISTRICT

PAYMENT OF VENDOR WARRANTS

3240

POLICY: A listing of warrants shall be presented to the Governing Board for ratification at each regular meeting of the Governing Board.

REFERENCES/

AUTHORITY: California Education Code Sections 81655-81656, 852348-85235

ADOPTED: November 1, 1971

REVIEWED: 2008 – No Updates, **2023**

REVISED: January 17, 1990; **October 4, 2023**

~~SOLANO COMMUNITY COLLEGE DISTRICT BUSINESS SERVICES PROCEDURES~~

~~PAYMENT OF VENDOR WARRANTS~~ ~~3240~~

~~PROCEDURE:~~ ~~The Accounts Payable Specialist prepares vendor payments on a weekly basis.~~

~~The order directing the County Office of Education to process the payment of vendor warrants is signed by a District employee authorized by the Governing Board.~~

~~The warrants, register, and a copy of all documentation are brought to the County Office of Education for auditing and signing of the warrants.~~

~~The County Office of Education releases the signed warrants to an authorized District employee for distribution by the Business Office.~~

~~The warrant register and agenda item sheet are submitted to the Superintendent's Office for inclusion in the Governing Board's agenda packet for ratification at their next regularly scheduled meeting.~~

~~SRA/jkb~~

~~Policy 3240~~

~~Governing Board Review: January 17, 1990~~

SOLANO COMMUNITY COLLEGE DISTRICT BUSINESS SERVICES PROCEDURES

PAYMENT OF VENDOR WARRANTS

PROCEDURE #3240

PROCEDURE: ~~The Accounts Payable Specialist~~ prepares vendor payments on a ~~weekly basis~~ **schedule prescribed by the Solano County Office of Education.**

The order directing the County Office of Education to process the payment of vendor warrants is signed by a District employee authorized by the Governing Board.

The warrants, register, and a copy of all documentation are brought to the County Office of Education for auditing and signing of the warrants.

The County Office of Education releases the signed warrants to an authorized District employee for distribution by the Business Office.

The warrant register and agenda item sheet are submitted to the Superintendent's Office for inclusion in the Governing Board's agenda packet for ratification at their next regularly scheduled meeting.

Governing Board Review: January 17, 1990, **2023**

SOLANO COMMUNITY COLLEGE DISTRICT

DISTRICT PROPERTY – FIXED ASSETS INVENTORY

3300

POLICY:

The District is required to manage and control property within its jurisdiction. **For purposes of capitalization and depreciation, equipment is defined as having a purchase price of \$5,000 and a useful life one year or more.** ~~For purposes of determining items to be included in the inventory, the District shall comply with the threshold value as provided in the California Community College Budgeting and Accounting Manual. District insurance requires that all. All property~~ **equipment** owned by the District must be inventoried ~~so that insurance values can be accurately established. A~~ **on a three (3) year two (2) year** physical inventory cycle. ~~shall be established, however, videotapes of all buildings and their contents may be used in lieu of the physical inventory.~~

REFERENCES/

AUTHORITY: California Education Code, Section 81600 **et seq.;**
CCCCO Budget and Accounting Manual
ACCJC Accreditation Standard III.B.1

Policy 3300

ADOPTED: November 1, 1971

REVIEWED: 2008 – No Updates; **2023**

REVISED: January 21, 1987; May 17, 2000, **October 4, 2023**

SOLANO COMMUNITY COLLEGE DISTRICT

SECURITY FOR DISTRICT PROPERTY

3310

- POLICY:** The Superintendent/President or ~~his/her~~ **their** designee shall establish procedures necessary to manage, control and protect the assets of the District, including but not limited to, ensuring sufficient security to protect property, equipment, and information from theft, loss or significant damage. **The Superintendent/President shall assign specific managers and/or departments the following responsibilities:**
- **Allocation of responsibilities for patrolling District property**
 - **Allocation of responsibilities for maintenance (e.g., lighting, pruning, locks)**
 - **Distribution and collection of keys**
 - **Responsibility for publication of warnings about unsafe areas of campus**
 - **Emergency notification procedures**
 - **Fire alarms**
 - **Locking software for computers**

**REFERENCES/
AUTHORITY**

Education Code Sections 81600 et seq.
Accreditation Standard III.B.1

BP 3310

ADOPTED: January 21, 1987

REVISED: October 18, 2006, **2023**

REVIEWED: 2008 – No Updates, **October 4, 2023**

**SOLANO COMMUNITY COLLEGE DISTRICT
BUSINESS SERVICES PROCEDURES**

SECURITY FOR DISTRICT PROPERTY _____ **# 3310**

PROCEDURES:

~~Any student, staff member or other person who willfully or negligently damages or destroys any property belonging to the District shall be held liable for the repair or replacement of such property.~~

~~Any theft of, or damage to, District property must be reported promptly to the College Police Department.~~

~~If it is necessary to cancel the registration of students for lost or damaged property, the students may be reinstated immediately upon clearing their financial obligations. The Registrar of Admissions and Records is authorized to withhold grades, transcripts and diplomas of students who have financial obligations to the College.~~

~~JEH/jka~~

~~BP 3310~~

SOLANO COMMUNITY COLLEGE DISTRICT BUSINESS SERVICES PROCEDURES

SECURITY FOR DISTRICT PROPERTY

PROCEDURE # 3310

PROCEDURES:

Responsibilities for security of District property is assigned as follows:

- **The District Department of Public Safety is responsible for patrolling District property and reporting and issues.**
- **The Facilities Department is responsible for maintenance of lighting, landscaping, locks, distribution and collection of keys and access codes, fire alarms, and other items that may affect the security of District property.**
- **The Facilities Department is responsible for publication of warnings about unsafe areas of campus.**
- **The Superintendent-President's cabinet is responsible will maintain an emergency management plan. The Technology Services and Support Department will be responsible for emergency notifications.**
- **The Technology Services and Support Department is responsible for security for all District information technology devices and systems.**

Damages and destruction:

Any student, staff member or other person who willfully or negligently damages or destroys any property belonging to the District shall be held liable for the repair or replacement of such property.

Any theft of, or damage to, District property must be reported promptly to the **District Department of Public Safety** ~~College Police Department~~.

~~If it is necessary to cancel the registration of students for lost or damaged property, the students may be reinstated immediately upon clearing their financial obligations. The Registrar of Admissions and Records is authorized to withhold grades, transcripts and diplomas of students who have financial obligations to the College.~~

REFERENCES/

AUTHORITY Education Code Sections 81600 et seq.
 Accreditation Standard III.B.1

GOVERNING BOARD REVIEW: 2023