

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

TO: MEMBERS OF THE GOVERNING BOARD

SUBJECT: CONSENT CALENDAR - HUMAN RESOURCES

REQUESTED ACTION: APPROVAL

EMPLOYMENT 2023-2024

Regular Assignment

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Melinda McKinnon-Holmes	Custodian	09/25/2023 (Revised)
Peter Perez	Grounds Maintenance Technician	10/05/2023

Out of Class Assignment

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Karen Mitchell	Senior Human Resources Generalist	10/05/23 – 03/31/24

District Resignation

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Valerie Barreto	Scheduling Analyst 11 months service at SCC	10/02/2023

Volunteer Assignment

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Kayla Gibson	Wellness Counselor (JFK)	10/05/23 – 06/30/24
Kimberley Katleba-Billock	Biology Class Volunteer – Vacaville Center	10/05/23 – 06/30/24
Ayanni Manning	Wellness Counselor (JFK)	10/05/23 – 06/30/24

Salvatore Abbate
Human Resources

September 22, 2023
Date Submitted

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

October 4, 2023
Date Approved

Short-Term/Temporary/Substitute

<u>Name</u>	<u>Assignment</u>	<u>Fund/Grant</u>	<u>Effective</u>	<u>Amount</u>
Djenane Alcindor	Purchasing Technician	General	09/21/23 – 06/30/24	\$19.75/hr.
Steven Ashby	Student Services Generalist	SEA	10/04/23 – 06/30/24	\$18.91/hr.
Matt Borchert	Welcome Day Student Activities	Guided Pathways	08/09/23 – 08/09/23	\$250.00 (lump sum)
Michael Faulstich	Assistant Softball Coach (Revised)	General	09/21/23 – 05/31/24	\$22.00/hr.
Doug Green	Welcome Day Student Activities	Guided Pathways	08/09/23 – 08/09/23	\$500.00 (lump sum)
LaNae Jaimez	Rising Scholars PTK	Rising Scholars Network	10/05/23 – 06/30/24	\$81.95/hr.
Jeanne Lorenz	Welcome Day Student Activities	Guided Pathways	08/09/23 – 08/09/23	\$500.00 (lump sum)
Rita Marcon	Welcome Day Student Activities	Guided Pathways	08/09/23 – 08/09/23	\$250.00 (lump sum)
Lorna Marlow-Munoz	Welcome Day Student Activities	Guided Pathways	08/09/23 – 08/09/23	\$250.00 (lump sum)
Andrew McGee	Welcome Day Student Activities	Guided Pathways	08/09/23 – 08/09/23	\$250.00 (lump sum)
Brian Preciado	Welcome Day Student Activities	Guided Pathways	08/09/23 – 08/09/23	\$250.00 (lump sum)
Kristeen Rodriguez	Academic Senate – Adjunct	General	08/10/23 – 05/13/24	\$1,000.00 (lump sum)
Sierra Shackleford	Assistant Tennis Coach	General	10/05/23 – 06/30/24	\$22.00/hr.
Michael Silva	Welcome Day Student Activities	Guided Pathways	08/09/23 – 08/09/23	\$500.00 (lump sum)
Ricky Silva	Assistant Swimming Coach	General	10/05/23 – 06/30/24	\$22.00/hr.
Commodore St Germain	Welcome Day Student Activities	Guided Pathways	08/09/23 – 08/09/23	\$250.00 (lump sum)
Rayna Velasquez	ELC Assistant	Child Start, Inc	09/21/23 – 06/30/24	\$18.91/hr.
Davis Wade	AAMP Outreach Specialist	SEA	10/05/23 – 06/30/24	\$18.91/hr.
Andrew Wesley	Academic Senate – Adjunct	General	08/10/23 – 05/13/24	\$1,000.00 (lump sum)
Danielle Widemann	Welcome Day Student Activities	Guided Pathways	08/09/23 – 08/09/23	\$500.00 (lump sum)
Darla Williams	Welcome Day Student Activities	Guided Pathways	08/09/23 – 08/09/23	\$250.00 (lump sum)
Janet Youngdale	Clinical Site Training	General	08/15/23 – 06/30/24	\$69.05/hr.
Lauryn Zabot	Assistant Softball Coach	General	10/05/23 – 06/30/24	\$22.00/hr.

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

TO: MEMBERS OF THE GOVERNING BOARD

SUBJECT: PERSONAL SERVICES AGREEMENTS & CONTRACTS UNDER \$50,000

REQUESTED ACTION:

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

CONTRACT SERVICES AGREEMENTS RENEWALS

**Finance and Administration
Susan Wheet, Vice President**

<u>Name</u>	<u>Description</u>	<u>Effective</u>	<u>Amount</u>
A Plus Tree Care & Sustainability	On September 18, an Aleppo pine tree located by building 1500 fell. An arborist recommended removal of the tree, the pruning of 1 other Aleppo pine tree and removal of two other trees that are leaning due to damage from concrete construction.	9/23/23 – 12/17/23	Not to Exceed \$17,081.08
Community Colleges Board of Governors	Chancellor's Office will assist the District with data collection to support the District's reporting requirements under the federal Student Right-to-Know Act.	07/01/23 – 06/30/24	Not to Exceed \$5,900.00
Flash Foto Photography	Vendor to provide photo booth services for the Black Student Mixer on September 28 in the SCC Library. Price includes 3 hours of photography with onsite photo printing.	09/28/23 – 09/28/23	Not to Exceed \$1,463.13
Strata Information Group, Inc	Vendor to provide Human Resources and Payroll consulting services and support at the rate of \$165 per hour for up to 40 hours.	10/05/23 – 06/30/24	Not to Exceed \$6,600.00

Susan Wheet
Vice President,
Finance & Administration

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

September 22, 2023

October 4, 2023

Date Submitted

Date Approved

Information Technology
Jon Cornelison, Vice President

<u>Name</u>	<u>Description</u>	<u>Effective</u>	<u>Amount</u>
TeamDynamix	1-year agreement (with the option of extension to up to 60 months) with TeamDynamix.. which will provide an IT services platform for the District. Vendor will: create a cloud-based ticketing/incident system, project portfolio and management, service catalog, and a variety of custom dashboards; translate and implement plans from design team; and provide up to 20 hours of annual value-added services including consulting, training, education, implementation, custom modification, and configuration	9/30/23 – 9/29/28	Not to Exceed \$22,475.00

PERSONAL SERVICES AGREEMENTS

Academic Affairs
David Williams, Vice President

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Carrie Muller	Consultant to act as the set and lighting designer for the Fall 2023 production of Midsummer Night's Dream	08/17/23-12/15/23	Not to Exceed \$4,500.00

Student Services
Lisa Neeley, Vice President

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Kickoff Event Catering	Vendor originally board approved to provide catered lunch for the Black Family Barbecue held on 8/5/23. The original PSA was \$2,500, however due to multiple last-minute RSVP's, the cost escalated an additional \$500, for a total of \$3,000.	08/05/23-08/05/23	Not to Exceed \$3,000.00
Diana Rosales	Consultant to present RFA classes in Spanish. The cost for each class is \$200, which includes all materials and hand-outs, for up to 12 sessions.	10/10/23-06/30/24	Not to Exceed \$2,400.00

AGENDA ITEM 12.(a)
MEETING DATE October 4, 2023

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

TO: Members of the Governing Board

**SUBJECT: AGREEMENT BETWEEN PPL, INCORPORATED AND
SOLANO COMMUNITY COLLEGE DISTRICT**

REQUESTED ACTION:

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

SUMMARY:

An agreement between PPL, Incorporated and Solano Community College District to assist the District in a search for the Superintendent-President is being presented for approval.

STUDENT SUCCESS IMPACT:

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

Government Code: Board Policy: 2045 Estimated Fiscal Impact: \$36,000 plus expenses

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

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

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707 864-7299

TELEPHONE NUMBER

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

October 4, 2023

VICE PRESIDENT APPROVAL

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

August 25, 2023

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

AGREEMENT BETWEEN
PPL, INCORPORATED
AND
SOLANO COMMUNITY COLLEGE DISTRICT

THIS AGREEMENT is made and entered into effective October 4, 2023, by and between the Solano Community College District (hereinafter "District") and PPL, Inc. to assist the District in a search for the Superintendent-President of the Solano Community College District.

IT IS MUTUALLY AGREED that PPL will provide the consulting services as shown in the PPL Proposal (attached and incorporated here in) under the following terms and conditions.

NOW, THEREFORE, it is agreed as follows:

1. Payment. Payment in consideration of this Agreement for these consulting services shall be for Thirty-Six Thousand Dollars (\$36,000.00) in addition to the reimbursement of expenses as detailed in Provision 2. PPL prefers to invoice the district upon the successful conclusion of this executive search apart from reimbursement of necessary and reasonable expenses which will be invoiced monthly.

2. District Support. The District shall reimburse the Consultants for necessary reasonable expenses including but not limited to transportation, meals, and lodging, for activities included in the PPL proposal attached, as appropriate, not to exceed \$4,000. Receipts will be included in the Expense Claim for Reimbursement.

3. Indemnification. To the extent allowed by law, District and PPL, shall each defend, indemnify, and save harmless the other and its Board of Trustees, officers, and employees against any and all claims, actions, liabilities and losses, by whomever asserted, of acts, errors, or omissions on the part of their respective officers, agents, students, or employees arising out of any activities in the performance of this Agreement, providing, however, that either party shall be given sufficient notice to enable it to participate and conduct an appropriate defense of any claims made.

4. Consultant Not Employee of District. It is understood that PPL is responsible for the actions of its officers, employees, and servants; that Consultant is not an employee or servant of District regardless of nature and extent of the acts performed by Consultant; that inasmuch as said Consultant shall not be an employee of District, District does not assume liability under law for any act of Consultant performing or traveling pursuant to this Agreement. Furthermore, as Consultant is a self-employed independent contractor, neither the District nor PPL shall be responsible for the payment of any unemployment insurance, Workers' Compensation Insurance, Social Security or Medicare taxes, or contribution of federal or state income tax withholding for or on behalf of the Consultant.

5. Status of District and PPL. It is expressly understood and agreed that this Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association between District and PPL, but is, rather, an agreement by and between the independent contractors, these being District and PPL.

6. Limitations of Consultant Powers. Regarding the services to be provided, to the extent that the law allows, Consultant will discharge those duties, which are consistent with his/her status as an independent contractor. It is further understood and agreed, it is a District responsibility to ensure that a true independent contractor relationship is established and maintained.

7. Warranty. In the event, the search for a permanent Superintendent-President is unsuccessful, if requested, PPL, Inc. will conduct a second search for no additional cost with the exception of any direct expenses incurred by the Consultants in the search process.

8. Terms of Agreement. This Agreement shall remain in full force and effect beginning October 4, 2023, and ending June 30, 2024, unless mutually amended.

PPL Inc. Federal Tax Id # 33-0205012

SOLANO COMMUNITY COLLEGE
DISTRICT

Dated: _____

By: _____

Celia Esposito-Noy, Ed.D.
Superintendent-President
Solano Community College
4000 Suisun Valley Rd
Fairfield, CA 94534-3197
Celia.Esposito-Noy@solano.edu

PPL, INC.

Dated: September 25, 2023


By: _____

Guy F. Lease, Ed. D
Executive Vice President/CFO
P.O. Box 17457
South Lake Tahoe, CA 96151
(530) 307-9765
glease@pplpros.com

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>
Nedra Park	Administrative Assistant I – Academic Support Services 16 years, 1 months of service with SCC	12/14/2023

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 22, 2023

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

October 4, 2023

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

AGENDA ITEM 12.(c)
MEETING DATE October 4, 2023

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

TO: Members of the Governing Board

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

REQUESTED ACTION:

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

SUMMARY: The attached proposed Changes to 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 were presented to the Governing Board on September 20, 2023 for review. It is now recommended that the Board approve the proposed changes.

STUDENT SUCCESS IMPACT:

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

Government Code: N/A Board Policy: 3000 Estimated Fiscal Impact: N/A

SUPERINTENDENT'S RECOMMENDATION:

☒ APPROVAL ☐ DISAPPROVAL
☐ NOT REQUIRED ☐ TABLE

Susan Wheet
Vice President, Finance & Administration

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707 864-7209

TELEPHONE NUMBER

Susan Wheet
Finance & Administration

VICE PRESIDENT APPROVAL

September 22, 2023

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

October 4, 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

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.

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**

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,

_____ 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

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

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AMENDMENT #3 WITH SALAS O'BRIEN
FOR ADDITIONAL PROFESSIONAL SERVICES FOR THE
VACAVILLE ANNEX ENVIRONMENTAL PROJECT**

REQUESTED ACTION:

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

SUMMARY:

On May 5, 2021 the Board approved a professional services contract with Salas O'Brien for architectural and mechanical engineering services for the Vacaville Annex Environmental Improvement Project. Board approval is requested for Amendment #3, to increase the original professional services agreement with Salas O'Brien for additional progress meetings, field meetings, and time allocations for addressing Requests for Information (RFI's).

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: \$15,278 Measure Q Bond Funds

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

Lucky Lofton
VP, Facilities and Executive Bonds Manager

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 863-7855

TELEPHONE NUMBER

Lucky Lofton
VP, Facilities and Executive Bonds Manager

VICE PRESIDENT APPROVAL

September 25, 2023

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

October 4, 2023

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AMENDMENT #3 WITH SALAS O'BRIEN
FOR ADDITIONAL PROFESSIONAL SERVICES FOR THE
VACAVILLE ANNEX ENVIRONMENTAL PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

The consultant's previous contract Amendment added project commissioning services for the new mechanical system. This Amendment adds additional Construction Administration Services on a Time and Material basis including but not limited to: four (4) additional site visits to observe conditions, eight (8) virtual telecom progress meetings for contractor coordination, preparation of field reports, review of and response to RFI's, emails, calls, and correspondences to address field impacts.

\$ 209,320.00 Contract Amount Through Amendment #2
\$ 15,278.00 Proposed Amendment #3
\$ 224,598.00 New Contract Amount

The Board is asked to approve this contract Amendment #3 with Salas O'Brien in an amount not to exceed \$15,278 with a revised project completion date of January 8, 2024.

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

AMENDMENT NO. 03 TO AGREEMENT

PARTIES

This **THIRD** Amendment to Agreement ("Amendment") is entered into between **Solano Community College District** ("District") and **Salas O'Brien** ("Consultant"), collectively the "Parties").

RECITALS

WHEREAS, District and Consultant entered into a Consulting Services Agreement ("Agreement"), dated May 5, 2021, for Professional Engineering Services related to the District's **Vacaville Annex Environmental Project** ("Project"); and

WHEREAS, District and Consultant agreed to amend the Agreement to include additional design services addressing the aging roof system Via Amendment #1 on September 1, 2021; and

WHEREAS, District and Consultant agreed to amend the Agreement to include services for commissioning the Mechanical System Via Amendment #2 on August 17, 2022;

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

AGREEMENT

1. Section 3. Compensation of the Agreement is amended to read:
District agrees to pay the Consultant for services satisfactorily rendered pursuant to this Agreement a total fee not-to-exceed **Two Hundred Twenty-Four Thousand, Five Hundred Ninety-Eight Dollars and Zero Cents (\$224,598.00)**. This fee is a total of the August 17, 2022 Amendment #2 in the updated contract amount of \$209,320 and Amendment No. 03 in the amount of \$15,278. District shall pay Consultant according to the following terms and conditions:

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

2. Exhibit A description of the scope of work shall be amended to include the following:

Added services beyond Not-To-Exceed budget

- This amendment elects to add into the Scope additional Construction Administration Services on a Time & Material Basis including but not limited to: four (4) additional site visits to observe conditions, eight (8) virtual telecom progress meetings for contractor coordination, preparation of field reports, review of and response to RFI;s, emails, calls, and correspondences to address field impacts.
3. Section 1 (Term): Schedule of Services shall be extended through January 8, 2024.

4. 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).
5. 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**

Salas O'Brien

By: _____

By: _____

Print Name: Lucky Lofton
Print Title: Vice President, 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 APEX TESTING
LABORATORIES INC. FOR ADDITIONAL MATERIAL
TESTING & SPECIAL INSPECTION SERVICES FOR THE
EARLY LEARNING CENTER PROJECT**

REQUESTED ACTION:

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

SUMMARY:

On October 19, 2022 the Board approved a professional services contract to Apex Testing Laboratories Inc. for Division of State Architect (DSA) Material Testing & Special Inspection services for the District's Early Learning Center Project.

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

CONTINUED ON THE NEXT PAGE

STUDENT SUCCESS IMPACT:

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

Ed. Code: NA Board Policy: NA Estimated Fiscal Impact: \$17,680.60 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 25, 2023

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

October 4, 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 APEX TESTING
LABORATORIES INC. FOR ADDITIONAL MATERIAL
TESTING & SPECIAL INSPECTION SERVICES FOR THE
EARLY LEARNING CENTER PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

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

Agreement Summary:

\$ 37,953.00 Original Contract Amount
\$ 17,680.60 Proposed Amendment #1
\$ 55,633.60 New Contract Amount

The Board is asked to approve this contract Amendment #1 to Apex Testing Laboratories Inc. in an amount not to exceed \$17,680.60 and to extend the duration of the contract term.

The agreement 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 **Apex Testing Laboratories Inc.** ("Consultant"), (collectively the "Parties").

RECITALS

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

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

AGREEMENT

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

2. Term. Consultant shall commence providing services under this Agreement on October 19, 2022 and will diligently perform as required and complete performance by **March 29, 2023** unless this Agreement is terminated and/or otherwise cancelled prior to that time.

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

4. Compensation. District agrees to pay the Consultant for services satisfactorily rendered pursuant to this Agreement a total fee not-to-exceed **Fifty-Five Thousand Six Hundred and Thirty-Three Dollars and 60/100 (\$55,633.60)**. This fee is a total of the October 19, 2022 Agreement in the amount of \$37,953.00 and Amendment #1 in the amount of \$17,680.60. District shall pay Consultant according to the following terms and conditions:

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

4.2 The Schedule of deliverable services to be produced is a follows:

- 4.2.1.1. Soils: \$4,390.00
- 4.2.1.2. Aggregate: \$2,425.00
- 4.2.1.3. Reinforcing Steel: \$4,660.00
- 4.2.1.4. Concrete: \$4,670.00
- 4.2.1.5. Structural Steel: \$10,958.00
- 4.2.1.6. Grout: \$460.00
- 4.2.1.7. Fireproofing: \$1,310.00
- 4.2.1.8. Miscellaneous: \$4,080.00
- 4.2.1.9. Owner's Allowance: \$5,000.00
- 4.2.1.10. Amendment #1: \$17,680.60

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

4.4. Billing Rates are listed in Exhibit "B", in case that additional services are requested by the District.

3. **Exhibit A** 'Description of Services to be Performed by Consultant', Section 'Anticipated Inspections' shall be amended to include the following, in addition to items already listed:

- Geotechnical Engineer Site Visits and Report; \$4,640.00
- Additional Soil Compaction Using NG: 36 hours; \$5,628.60
- Additional Compaction Curves: 2 each; \$710.00
- Additional Concrete Samples: 20 hours; \$2,438.00
- Additional Samples Pick Up: 10 hours; \$1,219.00
- Additional Concrete Compression Tests: 15 each; \$525.00
- Additional Project Management: 4 hours; \$640.00
- Additional Engineering Review: 4 hours; \$560.00
- Additional Admin/ Clerical Support: 4 hours; \$320.00
- Additional Affidavit of Inspection: 2 each; \$1,000.00

4. 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).

5. 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**

APEX TESTING LABORATORIES INC.

By: _____

By: _____

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

Print Name: _____
Print Title: _____

AGENDA ITEM 12.(f)
MEETING DATE October 4, 2023

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

TO: Members of the Governing Board

**SUBJECT: Resolution No. 23/24-02 Proclaiming October 2023 as Filipino
American History Month**

REQUESTED ACTION:

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

SUMMARY:

Board approval of a Resolution to proclaim October 2023 Filipino American History Month, resolution #: 23/24-02.

STUDENT SUCCESS IMPACT:

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

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

SUPERINTENDENT'S RECOMMENDATION:

☒ APPROVAL ☐ DISAPPROVAL
☐ NOT REQUIRED ☐ TABLE

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

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

ADDRESS

(707) 864-7159

TELEPHONE NUMBER

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

Lisa Neeley, M.A.
VICE PRESIDENT APPROVAL

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

October 4, 2023
**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**RESOLUTION PROCLAIMING FILIPINO AMERICAN HISTORY MONTH
AT SOLANO COMMUNITY COLLEGE**

RESOLUTION NO. 23/24-02

WHEREAS, The Solano Community College District Governing Board honors the heritage of Filipino Americans and acknowledges their innumerable contributions to our Nation; and

WHEREAS, Filipino Americans are the second largest Asian American group in the U.S. and the second largest ethnic community in California; and

WHEREAS, observance of Filipino American History Month was enacted in 2009 to reflect on the achievements and milestones of Filipino Americans across our Nation and throughout history; and

WHEREAS, with a recorded presence as far back as October 1587 at Morro Bay, California as the first Asian group to arrive in the U.S., a quarter of a million Filipino Americans veterans served our Nation during World War II, defended our democracy, started new businesses, advocated for workers' rights; and fought for the promise of a more just and inclusive America; and

WHEREAS, Filipino Americans make up over 10 percent of Solano Community College's student enrollment and make up over 12 percent of Solano County's population, the largest percentage Filipino population of any County in the United States.

RESOLVED, that the Solano Community College District Governing Board proclaims October as Filipino American History Month.

PASSED AND ADOPTED, This 4th day of October 2023 by the Governing Board Solano Community College District.

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**RESOLUTION PROCLAIMING FILIPINO AMERICAN HISTORY MONTH
AT SOLANO COMMUNITY COLLEGE**

RESOLUTION NO. 23/24-02

(Continuing – Page 2)

**DENIS HONEYCHURCH, J.D.
BOARD PRESIDENT**

**CELIA ESPOSITO-NOY, Ed.D.
SECRETARY**

AGENDA ITEM 12.(g)
MEETING DATE October 4, 2023

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

TO: Members of the Governing Board

SUBJECT: COMMUNITY COLLEGE LAW SCHOOL INITIATIVE

REQUESTED ACTION:

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

SUMMARY: The purpose of the grant is to: support dual enrollment partnerships between the college and local high school law academies; implement partnerships with the California State University (CSU) and University of California (UC) systems that incorporate transfer pathways to prepare students for a career in the legal profession; and provide student advising and guidance to help participants in the Community College Pathway to Law School initiative successfully transfer into the CSU and UC. The grant consists of this Grant Agreement Face Sheet and the Grant Agreement Terms and Conditions.

STUDENT SUCCESS IMPACT:

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

Ed. Code: N/A

Board Policy: N/A

Estimated Fiscal Impact: N/A

SUPERINTENDENT'S RECOMMENDATION:

☒ APPROVAL ☐ DISAPPROVAL
☐ NOT REQUIRED ☐ TABLE

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

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

ADDRESS

(707) 864-7159




TELEPHONE NUMBER

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

Lisa Neeley, M.A.
VICE PRESIDENT APPROVAL

October 4, 2023
**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

GRANT AGREEMENT	
California Community Colleges Board of Governors - 6870	District (Grantee): Solano County CCD College: Solano Community College
Division: Workforce and Economic Development Project: Community College Law School Initiative	Total Amount Encumbered: \$99,000
<p>This grant is made and entered into by the California Community Colleges Chancellor's Office, on behalf of the California Community Colleges Board of Governors, and Solano County Community College District hereafter referred to as the Grantee. The purpose of the grant is to: support dual enrollment partnerships between the college and local high school law academies; implement partnerships with the California State University (CSU) and University of California (UC) systems that incorporate transfer pathways to prepare students for a career in the legal profession; and provide student advising and guidance to help participants in the Community College Pathway to Law School initiative successfully transfer into the CSU and UC. The grant consists of this Grant Agreement Face Sheet and the Grant Agreement Terms and Conditions.</p> <p>The total amount payable shall not exceed the amount specified above as "Total Amount Encumbered".</p> <p>The term of this grant shall be from September 1, 2023 through December 31, 2024.</p>	
GRANTEE	
Project Director: Dr. Celia Esposito-Noy	Total Grant Funds Requested: \$99,000
Signature, Chief Executive Officer (or Authorized Designee)	
<div style="display: flex; justify-content: space-between;"> <div>  Print Name/Title of Person Signing: Dr. Celia Esposito-Noy, Superintendent/President </div> <div> Date: District Address: 4000 Suisun Valley Rd. Fairfield, CA 94534 </div> </div>	
STATE OF CALIFORNIA	
Project Monitor: LaCandice Ochoa	Agency Address: 1102 Q Street, Suite 4400 Sacramento, CA 95811-6539
Signature, Accounting Manager (or Authorized Designee) Budget funds are available for the period and purpose of the expenditure stated above.	
<div style="display: flex; justify-content: space-between;"> <div>  Signature, Deputy Chancellor (or Authorized Designee) </div> <div> Date: Date: </div> </div>	
<div style="display: flex; justify-content: space-between;"> <div>  Print Name/Title of Person Signing: Daisy Gonzales, Deputy Chancellor </div> <div> Date: </div> </div>	

STATE OF CALIFORNIA FUNDING										
Bus. Unit	Ref No.	Fund	FI\$Cal Prgm	Reporting Structure	Account Code	Project ID Code	Chapter	Statute	Funding Year (Enactment Year)	Agreement Amount
6870	657	0001	5670015	68704000	5432000	821	144	2021	2020-21	\$99,000
TOTAL AMOUNT ENCUMBERED TO DATE: \$99,000										

EXHIBIT A

A. SCOPE OF WORK AND PAYMENT PROVISIONS

1. Scope of Work

Grantee shall complete the following tasks:

Deliverables	Activities	Timeline	Grantee Milestone and Deliverable Completion Requirements
Establish Project Team and Supporting Cast	<p>Confirm two grant sponsors or champions and identify and confirm a five-member team to participate in the implementation of this program.</p> <ul style="list-style-type: none"> Put together a recommended faculty team comprised of: a Counselor, an Articulation Officer, discipline faculty (lead faculty in the Law pathway) or faculty division chair where the pathway is housed, a dual enrollment coordinator, and an outreach team representative. <p>Inform and confirm additional relevant parties at the college referred to as "supporting cast" to maximize success and further enrich the pathway.</p> <p>Put together a supporting cast (i.e., Communications or Public Relations staff, Counselors, Guided Pathways coordinator, Associated Student President, K-12 pathway coordinator, K-12 advisors, etc.).</p>	9.1.23	<p>Milestone: The two grant sponsors or champions, the Project Team and the Supporting Cast are identified and confirmed.</p> <p>Completion Requirements:</p> <ul style="list-style-type: none"> In the Chancellor's Office NOVA system, complete Team Roster, including names, titles, and contact information for the grant sponsors or champions, the five-member faculty team, and the supporting cast.
Plan, design and deliver Associate Degree for Transfer (ADT) courses related to the Law, Public Policy and Society ADT pathway to dual enrolled and community college students	<p>Develop an implementation plan to design and deliver relevant ADT courses that includes how the college will:</p> <ul style="list-style-type: none"> Engage and support faculty to ensure program is successfully offered as part of an AB 288 agreement. Support opportunities for dual enrollment partnerships between community 	9.1.23-12.31.24	<p>Milestone: Deliver ADT courses related to the LAW, Public Policy and Society ADT pathway that dual enrollment and community college students are enrolling in.</p> <p>Completion of the following deliverables:</p> <p>Using the template provided in the Chancellor's Office NOVA system, complete an implementation plan to</p>

EXHIBIT A

Deliverables	Activities	Timeline	Grantee Milestone and Deliverable Completion Requirements
	<p>colleges and local high school law academies.</p> <ul style="list-style-type: none"> Address challenges and take advantage of opportunities to increase dual enrollment programs with high schools. Grow student engagement in the Cal LAW program, including targeting and recruiting identified students and community groups into the Cal LAW program. <p>Provide student advising and guidance to help participants in the Community College Pathway to Law School initiative successfully transfer into the CSU and UC.</p>		design and deliver ADT courses related to the Law, Public Policy, and Society ADT pathway.
Attend and participate in project meetings and convenings	<p>Work with program partners in designing program delivery and continuous improvement.</p> <ul style="list-style-type: none"> Twice-yearly: Virtual Mixers for California community colleges The California Pathways Annual Summits The California Pathways Regional Assemblies for the college's region The California Law Academy Support (CLAS) Summer Institutes (Participation encouraged, but not required) 	9.1.23 – 12.31.24	<p>Milestone: Program team faculty have met with program partners and grant goals are being achieved.</p> <p>Completion requirements:</p> <p>Participate in and/or attend the activities below and respond to related questions in the Chancellor's Office NOVA system.</p> <ul style="list-style-type: none"> Twice-yearly: Virtual Mixers for California community colleges The California Pathways Annual Summits The California Pathways Regional Assemblies for the college's region The California Law Academy Support (CLAS) Summer Institutes (Participation encouraged, but not required)

EXHIBIT A

Deliverables	Activities	Timeline	Grantee Milestone and Deliverable Completion Requirements
Provide evidence of similar degree pathways with Law, Public Policy, and Society ADT with CSU/UC partners.	Work with system partners: <ul style="list-style-type: none"> Work across systems with the community to expand and grow K-12 partnerships and similar degree pathways with CSU/UC partners in support of Cal LAW. 	5.1.24 – 12.31.24	Milestone: Dual enrollment and community college students are navigating the Cal LAW pathway and successfully transferring into a similar degree. <p>Completion requirements: In the Chancellor's Office NOVA system, upload the following evidence of similar degree pathways for the Law, Public Policy, and Society ADT with CSU/UC partners:</p> <ul style="list-style-type: none"> Confirmation of active status of ADT in Law, Public Policy, and Society in the Chancellor's Office Curriculum Inventory. Excel file of locally established ADT pathways in Law, Public Policy, and Society to UC campuses. Evidence of activities and measurable outcomes showing an increase in student awareness and engagement in the Law, Public Policy, and Society ADT, and to prepare students for transfer into a similar degree pathway.
Submit three reports (one every 6 months) and one final report to the Chancellor's Office upon completion of grant deliverables.	Report preparation, including: <ul style="list-style-type: none"> Gather grant-related artifacts (advising materials, engagement materials, etc.) <p>Track meetings; progress on course approvals; number of students enrolling in and completing ADT courses in Law, Public Policy and Society and transfers to similar majors at CSU and UC; and budget expenditures.</p>	Periodic Reports Due: <ul style="list-style-type: none"> 8.31.23 2.28.24 8.31.24 Final Report Due: 12.31.24	Milestone: Reports demonstrate that Letter of Intent (LOI) goals and commitments are being achieved. <p>Completion requirements:</p> <ul style="list-style-type: none"> Using the templates provided in the Chancellor's Office NOVA system, submit timely reports on progress toward meeting the goals and commitments identified in the grant application, including deliverables noted above. The first report will be the college's implementation plan noted above. The second and third reports will be status updates to that plan. The final report should include accomplishments toward the grant milestones and how funds identified in the grant

EXHIBIT A

Deliverables	Activities	Timeline	Grantee Milestone and Deliverable Completion Requirements
			application budget and budget narrative, including amounts for faculty salaries, benefits, and other anticipated expenses, were used in the delivery of Cal LAW pathway courses, pathway program development, and student engagement. In addition, it should outline lessons learned and how the college will sustain this work.

The budget for the services outlined above in the scope of work is as follows:

Expenditure Category	Description	Estimated Amount
1000	Instructional Salaries 2023-24 (Faculty Coordinator – Adjunct Faculty)	\$60,690
2000	Non-Instructional Salaries 2023-24 (Clerical support; Outreach; Research; Diversity, Equity, and Inclusion training)	\$25,550
4000	Supplies and Materials 2023-24 (Supplies for student events, promotional activities, mileage for coordinator, conference travel and related expenses for students and faculty)	\$12,760
	SUBTOTAL - Direct Services	\$99,000
	Indirect Cost Rate @ 4%	\$ 0
	PROJECT TOTAL	\$99,000

Fund disbursement for the grant is contingent upon the Chancellor's Office receiving a detailed workplan and budget submitted via the NOVA grants management system. The workplan must specify a plan for design and delivery of Associate Degree for Transfer courses related to the specified pathway that includes student support to help participants in the Cal LAW initiative successfully transfer into the CSU and UC.

2. Project Representatives

The project representatives during the term of this Grant Agreement are:

Chancellor's Office: Project Monitor	Grantee: Project Director
Name: LaCandice Ochoa	Name: Celia Esposito-Noy
Phone: (916) 323-1758	Phone: (707) 863-7820
Address: 1102 Q Street Sacramento, CA 95811	Address: 4000 Suisun Valley Rd. Fairfield, CA 94534
Email: lochoa@cccco.edu	Email: celia.esposito-noy@solano.edu

EXHIBIT A**3. Grantee's Project Director**

Grantee's Project Director is responsible for representing Grantee during the term of the Grant Agreement. Grantee shall notify the Chancellor's Office of any change in the Project Director.

4. Chancellor's Office Project Monitor

The Project Monitor is responsible for overseeing the project as a whole. All questions or problems relating to the project, including the terms or conditions of this Grant Agreement and questions from third parties, should be directed to the Project Monitor. The Chancellor's Office shall notify the Grantee of any change in the Project Monitor.

5. Fund Disbursement

The grant funds are to support costs associated with the Cal LAW Program, including faculty time to: 1) engage in providing student support in pathway advising; 2) collaborate with both K-12 and UC/CSU colleagues to create seamless pathways for students; 3) attend meetings for planning and design of an initial or expanded offering to be delivered; and 4) hold office hours with experts in the pathway planning and design process. In addition, the funds are intended to offset the cost of partners engaged in this work, including K-12 partners focused on designing dual enrollment opportunities, faculty time, costs of textbooks, and meeting time.

In consideration for the promised services described in the scope of work, the Chancellor's Office agrees to pay the Grantee the "Grant Funds" amount stated in the Grant Agreement face sheet. Payments shall be made as follows:

Payment Date	Milestone Payment	Milestone Verification for Payment (Based on SOW)
9/1/23	\$20,000	Finalize the Project Team and Supporting Cast.
10/1/23	\$40,000	Finalize Implementation Plan to design and deliver ADT courses related to the Law, Public Policy and Society ADT pathway to dual enrolled and community college students.
2/1/24	\$20,000	Attend and participate in project meetings and convenings.
8/1/24	\$10,000	Provide evidence of similar degree pathways with Law, Public Policy and Society ADT with CSU/UC partners.
12/31/24	\$9,000	Submit three reports (one every 6 months) and one final report to the Chancellor's Office upon completion of grant deliverables.
TOTAL:	\$99,000	

Invoices must be emailed to the accountspayable@cccco.edu email address with a copy to the Project Monitor and must include the following information clearly displayed on all invoices:

- Date of Invoice. The words "Date of Invoice" must precede the date of the invoice.

EXHIBIT A

- Invoice Number. The words "Invoice Number" must precede a unique invoice number that does not duplicate a prior invoice number.
- Grantee's Name. Grantee's name must match the name on this Agreement, and on the Std. 204-Payee Data Record or the FI\$Cal Government Agency Taxpayer ID Form (TIN).
- Payee Address. The phrase "Remit to Address" must precede Grantee's address, which must match the address on the Std. 204 or TIN Form.
- The Chancellor's Office Agreement number.
- The Chancellor's Office Project Monitor.
- Description and date(s) of service(s) rendered.
- Invoice Amount.
- Grantee Contact Information.

6. Travel and Expense Reimbursement

Grantee travel and other expense reimbursement shall be governed by the travel policy and procedures adopted by the Grantee's governing board. For grants involving federal funds, any out-of-state travel must be approved in advance by the Project Monitor.

Grant funds may be used to pay for travel for Chancellor's Office staff provided that (1) the travel is related to the scope of work, (2) the travel is necessary to allow Chancellor's Office staff to provide services or technical assistance beyond the scope of normal Grant monitoring, (3) the request is made by the Grantee, (4) Grantee does not seek or receive any favorable treatment in exchange for paying for travel, (5) travel is arranged and paid for through ordinary Chancellor's Office processes, and (6) the Grant Funds are used to reimburse those costs.

7. Budget Changes

Grantee may make changes to any budget category amounts up to ten (10) percent of the category's line item without approval of the Project Monitor, provided that no budget category is added or deleted, the total dollar amount of the Grant Agreement is not affected, and the outcomes of the Grant Agreement are not materially affected. Grantee may add or delete budget categories with express, prior written approval of the Project Monitor.

8. Budget Contingency

- a. In order to avoid program and fiscal delays, it is mutually understood that for the mutual benefit of both parties this Grant Agreement may have been written before ascertaining the availability of state or federal funds.
- b. If a state or federal budget for the current fiscal year and/or any subsequent fiscal years covered by this Grant Agreement does not appropriate sufficient funds for the program, this Grant Agreement shall have no force or effect. In this event, the Chancellor's Office shall have no liability or responsibility to pay any funds whatsoever to Grantee or to furnish any other considerations under this Grant Agreement, and Grantee shall not be obligated to perform any provisions of this Grant Agreement.
- c. If funding for any fiscal year is reduced or deleted by the state or federal budget for purposes of this program, the Chancellor's Office shall have the option to either cancel this Grant Agreement with no liability occurring to the Chancellor's Office, or offer a Grant Agreement Amendment to Grantee to reflect the reduced amount.

EXHIBIT A

- d. Grantee understands, and will advise sub-grantees and subcontractors, that any work performed by the Grantee, a subgrantee, or a subcontractor prior to approval of the state or federal budget, as applicable, will be rendered on a voluntary basis, and shall not be compensated unless and until funding is authorized.
- e. This Grant Agreement is subject to any additional restrictions, limitations or conditions enacted in the state or federal budget and/or laws and Executive Orders that may affect the provisions, term, or funding of this Grant Agreement in any manner.

B. SPECIAL TERMS AND CONDITIONS

1. Subcontractors and Subgrantees (This section applies when subcontractors or subgrantees will be used.)

- a. Grantee agrees to obtain the written approval of the Project Monitor prior to the selection of subcontractors or subgrantees to perform the services under this Grant Agreement. Subcontractors or subgrantees specifically identified in this Grant Agreement are deemed to be approved by the execution of this Grant Agreement.
- b. Subcontractors and subgrantees retained by Grantee shall be selected using procedures reasonably calculated to ensure that cost shall be given substantial weight in the selection process and that the selected subcontractor or subgrantee is the best-qualified party available to provide the required services. To the extent possible, Grantee should engage in competitive bidding consistent with the policies and procedures adopted by the Grantee's governing board. Where competitive bidding is not used, Grantee should take other appropriate steps to ensure that grant funds are expended to maximize their value to the program objectives. Grantee shall immediately notify the Project Monitor in the event that any subcontractor or subgrantee is terminated.
- c. All subcontracts or subgrants shall contain a provision prohibiting any third or subsequent tier subcontracts or subgrants without additional written approval by the Project Monitor.
- d. The Project Monitor's consent to one or more subcontracts or subgrants shall not constitute a waiver or diminution of the absolute power to approve each and every subsequent subcontract or subgrant.
- e. Upon request, Grantee shall furnish any additional evidence the Project Monitor may deem appropriate concerning the selection procedures used, or any other matter related to subcontractor or subgrantee performance.
- f. Nothing contained in this Grant Agreement shall create any contractual relationship between the Chancellor's Office and any subcontractors or subgrantees, and no contract or subgrant shall relieve Grantee of its responsibilities and obligations hereunder. Grantee agrees to be as fully responsible to the Chancellor's Office for the acts and omissions of its subcontractors, subgrantees and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by Grantee. Grantee's obligation to pay its subcontractors and subgrantees is independent from the obligation of the Chancellor's Office to make payments to Grantee. As a result, the Chancellor's Office shall have no obligation to pay or enforce the payment of any moneys to any subcontractor or subgrantee.

2. Approval of Publications and Deliverables and Branding

- a. All products, documents and published materials, including multimedia presentations, shall be approved by the Project Monitor prior to distribution.
- b. Any product, document, or published materials, including a multimedia presentation, must comply with the accessibility requirements of section 508 of the Rehabilitation Act,

EXHIBIT A

Government Code section 11135, Web Content Accessibility Standards 2.0, and any other applicable accessibility regulations.

- c. Any materials prepared for publication (whether in print or digitally) under this Grant Agreement must conform to all Chancellor's Office branding requirements established by the Chancellor's Office Communications and Marketing Division. The Chancellor's Office Communications and Marketing Division must approve any web site proposal before work begins, and the usage of the "Powered by" attribution. Requests for approval should be directed to brand@cccco.edu.
- d. All products resulting from this Grant Agreement or its subgrants or subcontracts, in whole or in part, shall include attribution to the Chancellor's Office.
- e. Any document or written report prepared, in whole or in part by Grantee, or its contractors or subgrantees, shall contain the Grant number and dollar amount of the Grant and contracts or subgrants relating to the preparation of such document or written report. The Grant and contract or subgrant numbers and dollar amounts shall be contained in a separate section of such document or written report.
- f. When multiple documents or written reports are the subject or product of the Grant Agreement, the disclosure section must also contain a statement indicating that the total Grant amount represents compensation for multiple documents or written reports.

3. Intellectual Property (This section applies if intellectual property will be created under the scope of work.)

Exclusive Property of Chancellor's Office and Assignment

Grantee agrees that any and all services rendered and documents or other materials, inventions, processes, machines, manufactures, or compositions of matter, computer programs, computer software, and/or trademarks or servicemarks first created, developed, or produced pursuant to this Grant Agreement shall be the exclusive property of the Chancellor's Office. In the event the Grantee or a subcontractor or subgrantee obtains any intellectual property rights in their names, all rights, title, and interest in and to the work first developed under this Grant Agreement shall be assigned and transferred to the Chancellor's Office. This provision shall survive the expiration or early termination of this Grant Agreement.

Subcontracts and Subgrants

If Grantee enters into a subcontract or subgrant for work first developed under this Grant Agreement, the subcontract or subgrant must incorporate the intellectual property provisions in this Grant Agreement, modified accordingly, and be approved by the Chancellor's Office before the subcontract or subgrant is executed. The subcontract or subgrant must include a provision that all rights, title, and interests in such work shall be assigned to the Chancellor's Office.

Copyright

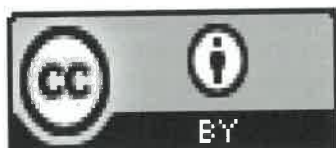
All materials first prepared by Grantee or its subcontractors or subgrantees, if any, under this Grant Agreement or any subcontract or subgrant, including papers, reports, charts, computer programs, and technical schematics and diagrams, and other documentation, shall be delivered to and shall become the exclusive property of the Chancellor's Office and may be copyrighted by the Chancellor's Office.

The Chancellor's Office shall acknowledge Grantee or its subcontractors or subgrantees, if any, as the author of works produced under this Grant Agreement or any subcontract or subgrant, if any, on all publications of such work. The Chancellor's Office will license such copyrighted work with a Creative Commons (CC BY) license. The license will allow Grantee or its subcontractors or subgrantees, if any, to reproduce and disseminate copies of such work subject to the terms of the CC BY license. The Grantee or its subcontractors or subgrantees, as licensees, agree not to permit

EXHIBIT A

infringement of the copyright by any person, to compensate the Chancellor's Office for any infringement that may occur, and to indemnify and hold harmless the Chancellor's Office for any and all claims arising out of or in connection with the licensing agreement.

All materials first developed in draft and in final form pursuant to this Grant Agreement, or any subcontract, shall, in a prominent place, bear the © (the letter "c" in a circle) or the word "Copyright," or the abbreviation "Copr.," followed by the year created; and the words "Chancellor's Office, California Community Colleges." In addition, all such materials shall bear the Creative Commons CC BY symbol below. Acknowledgment may be given to Grantee or the actual author(s) of the work in an appropriate manner elsewhere in the copyright material. If it is deemed necessary by either the Chancellor's Office or Grantee that the copyright be registered with the U.S. Copyright Office, Grantee will be responsible for applying for, paying the filing fees for, and securing said copyright.



Patents

Subject to the requirements of law, all rights to any patentable inventions or discoveries conceived and first actually reduced to practice in the performance of the scope of work shall belong to the Chancellor's Office.

Trademarks and Servicemarks

All trademarks and servicemarks first created, developed or acquired pursuant to this Grant Agreement shall be the property of the Chancellor's Office. If it is deemed necessary by either the Chancellor's Office or Grantee that a trademark or servicemark be registered with state or federal agencies, Grantee will be responsible for applying for, paying the filing fees for, and securing said protection. All trademarks and servicemarks obtained pursuant to this Grant Agreement shall be issued to the "Chancellor's Office, California Community Colleges" and carry the designations permitted or required by law. The Chancellor's Office agrees to grant a nonexclusive license for the use of trademarks or servicemarks created, developed or obtained under this Grant Agreement to Grantee. Grantee agrees not to permit infringement by any person, to compensate Chancellor's Office for any infringement which may occur, and to indemnify and hold harmless the Chancellor's Office for any and all claims arising out of or in connection with such license. Grantee may, with the written permission of the Chancellor's Office, enter into a written sublicensing agreement subject to these same conditions.

4. Prohibition Against Use of Grant Fund for Grant Application

In no event may Grantee use Grant funds to pay any individual or organization for the work associated with preparing the Grant application. For breach or violation of this prohibition, the Chancellor's Office shall, in addition to other remedies provided by law, have the right to annul this Grant Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

5. Real Property and Equipment (This section only applies if permitted by the funding source.)

Real property and equipment procured with Grant funds will be used for the purpose of the Grant in accordance with the implementing legislation and the following:

- a. Equipment with an initial purchase price in excess of \$5,000 must be appropriately tagged as purchased with funds from the particular funding source and the Grantee shall maintain an inventory of equipment purchased, including a description of the equipment, a serial or

EXHIBIT A

other identification number, the acquisition date, the cost of the equipment, the location of the equipment, and any ultimate disposition data. The Grantee will also adhere to all other property management procedures and property accountability requirements as published by the Chancellor's Office.

- b. If the real property or equipment is not needed full time for the purposes of the Grant, it may also be used for other purposes so long as this does not interfere with its use in carrying out the purposes of the Grant throughout the term of this Grant Agreement.
- c. Upon completion or termination of the Grant, or when real property or equipment is no longer useful or necessary for purposes of the Grant, it may be disposed of as follows:
 1. Equipment with an initial purchase price less than \$5,000 may be disposed of as the Grantee deems appropriate.
 2. If the Grant-funded project involves system wide or regional coordination or technical assistance activities, the disposition of real property or equipment with an initial purchase price in excess of \$5,000 shall be subject to the approval of the Chancellor's Office.
 3. In all other cases, real property or equipment with an initial purchase price in excess of \$5,000 may be sold or used in another program funded by the Chancellor's Office. If the real property or equipment is sold, the proceeds of the sale shall be returned to the program funded by this Grant Agreement, or if that program has been discontinued, to another program funded by the Chancellor's Office; provided however, that the Grantee may retain \$100 or ten percent of the sale price (whichever is greater) to cover the costs of sale.
 4. Equipment purchased with federal funds shall also comply with any additional or more stringent equipment management requirements applicable to the particular federal funding source.

6. Surveys

If this Grant Agreement involves a survey of community college faculty, staff, students, or administrators, Grantee shall ensure that the survey is developed, administered, tabulated, and summarized by a survey evaluator/specialist. Surveys shall conform to project goals, shall minimize the burden on the group being surveyed, and shall not collect data already available to the Grantee from the Chancellor's Office or another source.

7. Curriculum Development (This provision only applies to the development of new college curriculum.)

- a. All courses initiated or substantially modified as a result of activities supported by this Grant Agreement must comply with all applicable provisions of subchapter 1 of chapter 6 of division 6 of title 5 of the California Code of Regulations (commencing with section 55000), including but not limited to, section 55002, which defines standards for degree-applicable credit, non-degree-applicable credit, and noncredit courses. All such courses must be reviewed through the appropriate processes as described in the Program and Course Approval Handbook published by the Chancellor's Office.
- b. All programs (certificates or degrees) initiated or substantially modified as a result of activities supported by this Grant Agreement must be approved at the appropriate level and through the appropriate process as described in subchapter 1 (commencing with section 55000) and subchapter 2 (commencing with section 55100) of chapter 6 of division 6 of title 5 of the California Code of Regulations and the Program and Course Approval Handbook published by the Chancellor's Office.

EXHIBIT A

- c. The awarded funding of this Grant Agreement to support the development of new curriculum shall not be construed to constitute endorsement or approval of the resulting curriculum by the Chancellor's Office or to guarantee or affect the outcome of the curriculum review and approval process.

8. Revenue from Proposition 98 Funds:

If the Grantee or any of its subgrantees or subcontractors in any way hosts or conducts a seminar, conference, convention, training, meeting, symposia, or any other professional or informational gathering using Proposition 98 funds and charges an attendance fee resulting in surplus funds or revenue, those funds shall be deposited into the account that holds the funds for this agreement. The Grantee will immediately notify the Project Monitor of the excess funds and will provide the Project Monitor with a written accounting of said funds. The excess funds must be used consistent with this grant's scope of work and approved, in writing, by the Project Monitor.

9. Public Hearings

If public hearings on the subject matter dealt with in this Grant Agreement are held during the period of the Grant Agreement, Grantee will make available the personnel assigned to this Grant Agreement for the purpose of testifying.

10. Work by Chancellor's Office Personnel

Staff of the Chancellor's Office will be permitted to work side by side with Grantee's staff to the extent and under conditions that may be directed by the Project Monitor. Staff of the Chancellor's Office will be given access to all data, working papers, subcontracts, etc., which Grantee may utilize.

11. Time is of the Essence

The timing for delivery of the good and/or services required by this Grant Agreement is essential to the provision of educational services to the students of the California Community Colleges that are dependent upon a fixed academic calendar. Failure to complete any element of the scope of work shall entitle the Chancellor's Office to withhold up to the full amount of the ten-percent final payment, at the Chancellor's Office discretion.

C. GENERAL TERMS AND CONDITIONS

1. Amendments

An amendment of this Grant Agreement is required to extend the completion date, materially change the work to be performed, or alter the budget. Requests for an amendment must be submitted to the Project Monitor, and should be made as soon as possible after the need for an amendment arises.

2. Assignment

This Grant Agreement is not assignable by Grantee, either in whole or in part, without the consent of the Project Monitor and in the form of a formal written amendment.

3. Settlement of Disputes

In the event of a dispute, Grantee agrees to file a "Notice of Dispute" with the Chancellor's Office, within 10 days of discovery of the problem. Immediately thereafter and at a time and place mutually agreed upon, the Grantee, the Vice Chancellor for the division awarding the Grant Agreement, and the Project Monitor will meet for purposes of resolving the dispute. The decision of the Chancellor's Office shall be final. Grantee shall continue with the responsibilities under this Grant Agreement during any dispute.

EXHIBIT A

4. Notice

Any notice to either party that is required or permitted to be given under this Grant Agreement shall be given by email to the Project Monitor and/or Project Director. Such notice shall be effective when received. In the event of an emergency, the Project Monitor and/or Project Director should be contacted immediately by telephone.

5. Audit

Grantee agrees that the Chancellor's Office, the California State Auditor, any other appropriate state or federal oversight agency, or their designated representative(s), shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Grant Agreement. Grantee agrees to maintain such records for possible audit for a minimum of three (3) years after final payment or until any audit findings have been resolved, unless a longer period of records retention is stipulated. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of the Chancellor's Office, the California State Auditor, any other appropriate state or federal oversight agency, or their designated representative(s) to audit records and interview staff in any contract or subgrant related to performance of this Grant Agreement.

6. Standards of Conduct and Conflicts of Interest

Grantee hereby assures that in administering this Grant Agreement, including the hiring of subcontractors or subgrantees, it will comply with the standards of conduct hereinafter set out, as well as the applicable state laws concerning conflicts of interests, in order to maintain the integrity of this Grant Agreement and to avoid any potential conflict of interests in its administration.

- a. Every reasonable course of action will be taken by the Grantee in order to maintain the integrity of this expenditure of public funds and to avoid any favoritism or questionable or improper conduct. The Grant Agreement will be administered in an impartial manner, free from personal, financial, or political gain. The Grantee, and its officers and employees, as well as its subcontractors and subgrantees in administering the Grant Agreement, will avoid situations that give rise to a suggestion that any decision was influenced by prejudice, bias, special interest, or personal gain.
- b. Conducting Business with Relatives. No relative by blood, adoption, or marriage of any officer or employee of the Grantee, or of any member of its governing board, or its subcontractors and subgrantees will receive favorable treatment in the award of subcontracts or subgrants or in educational or employment opportunities funded by this Grant Agreement.
- c. Conducting Business Involving Close Personal Friends and Associates. In administering the Grant Agreement, officers and employees of the Grantee, or its subcontractors and subgrantees will exercise due diligence to avoid situations that may give rise to an assertion that favorable treatment is being granted to friends and associates.
- d. Avoidance of Conflicts of Economic Interests.
 1. Grantee shall take all reasonable steps to ensure that its subcontractors and subgrantees, officers and employees, and members of its governing board, will avoid any actual or potential conflicts of interests, and that no subcontractor, subgrantee, officer, employee, or board member who exercises any functions or responsibilities in connection with this Grant Agreement shall have any personal financial interest or benefit that either directly or indirectly arises from this Grant Agreement. The term "financial interest" shall include the financial interest of the officer, employee, or board member's spouse or dependent child.

EXHIBIT A

2. Grantee shall establish safeguards to prohibit officers, employees or board members from using their positions for a purpose that could result in private gain, or give the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
3. An officer or employee of Grantee, an elected official in the area, or a member of the governing board, may not solicit or accept money or any other consideration from a third person for the performance of any act reimbursed, in whole or in part, by Grantee or the Chancellor's Office. Supplies, materials, equipment, or services purchased with Grant funds will be used solely for purposes allowed under this Grant Agreement.
4. The governing board may not authorize the award of any subcontract or subgrant funded by this Grant Agreement, if that contract or subgrant is for the provision of services or goods by any board member, or by any person or entity that is a source of income to a board member.
- e. In the interest of avoiding conflicts of interests involving friends or associates of Chancellor's Office employees, in administering this Grant Agreement, officers and employees of the Grantee will exercise due diligence to avoid situations which may give rise to an assertion that favorable treatment is being granted to friends and associates of Chancellor's Office employees.

7. Union Organizing

Grantee, by signing this Grant Agreement, hereby acknowledges the applicability of Government Code section 16645.2 to this Grant Agreement, and hereby certifies that none of the Grant funds will be used to assist, promote or deter union organizing. If Grantee incurs costs, or makes expenditures to assist, promote or deter union organizing, Grantee will maintain records sufficient to show that no reimbursement from state funds has been sought for these costs, and Grantee shall provide those records to the Attorney General upon request.

8. Nondiscrimination Clause

- a. During the performance of this Grant Agreement, Grantee, contractors or subgrantees shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of ethnic group identification, national origin, religion, creed, age (over 40), sex, race, color, ancestry, sexual orientation, physical disability (including HIV and AIDS), mental disability, medical condition (cancer and genetic characteristics), or on the basis of these perceived characteristics or based on association with a person or group with one or more of these actual or perceived characteristics, marital status, denial of family care leave, political affiliation, or position in a labor dispute. Grantee and subcontractors or subgrantees shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- b. Grantee, contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, § 12900 et seq.) and the applicable regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 11000 et seq.). The applicable regulations of the Fair Employment and Housing Council implementing Government Code section 12990, set forth in Subchapter 5 of Division 4.1 of Title 2 of the California Code of Regulations are incorporated into this contract by reference and made a part hereof as if set forth in full. Grantee, contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

EXHIBIT A

- c. Grantee shall include the nondiscrimination and compliance provisions of this clause in all contracts or subgrants to perform work under the Grant Agreement.

9. Accessibility for Persons with Disabilities

- a. By signing this Grant Agreement, Grantee assures the Chancellor's Office that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. §§ 12101 et seq.)
- b. Grantee shall, upon request by any person, make any materials produced with Grant funds available in braille, large print, electronic text, or other appropriate alternate format. Grantee shall establish policies and procedures to respond to such requests in a timely manner.
- c. All data processing, telecommunications, and/or electronic and information technology (including software, equipment, or other resources) developed, procured, or maintained by Contractor, whether purchased, leased or provided under some other arrangement for use in connection with this Agreement, shall comply with the regulations implementing Section 508 of the Rehabilitation Act. (36 C.F.R. § 1194.1, Apps. A & C.)
- d. Design of computer or web-based materials, including instructional materials, shall conform to guidelines of US Section 508 Standards: [Revised 508 Standards and 255 Guidelines \(access-board.gov\)](#) and/or the WCAG 2.1 Level AA criteria ([Web Content Accessibility Guidelines \(WCAG\) 2.1 \(w3.org\)](#)), and guidelines developed by the Chancellor's Office.
- e. Grantee shall respond, and shall require its contractors and subgrantees to respond to and resolve any complaints regarding accessibility of its products and services as required by this section.
- f. Grantee and its contractors and subgrantees shall indemnify, defend, and hold harmless the Chancellor's Office, its officers, agents, and employees, from any and all claims by any person resulting from the failure to comply with the requirements of this section.
- g. Grantee shall incorporate the requirements of this section into all contracts or subgrants to perform work under this Grant Agreement.

10. Drug-Free Workplace Certification

By signing this Grant Agreement, the Grantee hereby certifies under penalty of perjury under the laws of the State of California that the Grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code. §§ 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1. The dangers of drug abuse in the workplace;
 - 2. The organization's policy of maintaining a drug-free workplace;
 - 3. Any available counseling, rehabilitation, and employee assistance programs; and,
 - 4. Penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works under the Grant will:

EXHIBIT A

1. Receive a copy of the Grantee's drug-free policy statement; and,
2. Agree to abide by the terms of the Grantee's policy statement as a condition of employment under the Grant.

Failure to comply with these requirements may result in suspension of payments under the Grant Agreement or termination of the Grant Agreement or both and Grantee may be ineligible for award of any future state grants if the Chancellor's Office determines that any of the following has occurred: (1) Grantee has made false certification, or (2) violated the certification by failing to carry out the requirements as noted above.

11. Termination

- a. **Termination Option.** Either party may at its option terminate this Grant Agreement at any time upon giving thirty (30) days' advance notice in writing to the other party in the manner herein specified. In such event, both parties agree to use all reasonable efforts to mitigate their expenses and obligations. In such event, the Chancellor's Office shall pay Grantee for all satisfactory services rendered and expenses incurred prior to such termination that could not by reasonable efforts of Grantee have been avoided, but not in excess of the maximum payable under the Grant Agreement as specified on the Grant Agreement Face Sheet. Upon termination, Grantee agrees to relinquish possession of equipment purchased for this project to the Chancellor's Office or Grantee may, with approval of the Chancellor's Office, purchase or dispose of said equipment as provided in section 19 of this Article ("Real Property and Equipment").
- b. **Event of Breach.** In the event of any breach of this Grant Agreement, the Chancellor's Office may, without any prejudice to any of its other legal remedies, terminate this Grant Agreement upon five (5) days' written notice to the Grantee. In the event of such termination, the Chancellor's Office may select a new grantee to proceed with the work in any manner deemed proper by the Chancellor's Office. The cost to the Chancellor's Office of having the project completed by another grantee shall be deducted from any sum due Grantee under this Grant Agreement, and the balance, if any, shall be paid to Grantee upon demand. Whether or not the Chancellor's Office elects to proceed with the project, the Chancellor's Office shall pay Grantee only the reasonable value of the services theretofore rendered by Grantee as may be agreed upon by the parties or determined by a court of law.

12. Executive Order N-6-22 – Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Grantee advance written notice of such termination, allowing Grantee at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

13. Indemnification

Grantee agrees to indemnify, defend and save harmless the State, the Board of Governors of the California Community Colleges, the Chancellor's Office, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all employees, subcontractors, subgrantees, suppliers, laborers and any other person, firm or corporation furnishing or supplying

EXHIBIT A

work, services, materials or supplies in connection with performance of this Grant Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Grantee in the performance of this Grant Agreement.

The Chancellor's Office will notify Grantee of any such claim in writing and tender the defense thereof within a reasonable time. Grantee will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that:

- a. When substantial principles of government or public law are involved, when litigation might create precedent affecting future Chancellor's Office operations or liability, or when involvement of the Chancellor's Office is otherwise mandated by law, the Chancellor's Office may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability);
- b. The Chancellor's Office will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and
- c. The Chancellor's Office will reasonably cooperate in the defense and in any related settlement negotiations.

14. Waiver of Rights

Any action or inaction by the Chancellor's Office or the failure of the Chancellor's Office on any occasion, to enforce any right or provision of the Grant Agreement, shall not be construed to be a waiver by the Chancellor's Office of its rights hereunder and shall not prevent the Chancellor's Office from enforcing such provision or right on any future occasion. The rights and remedies of the Chancellor's Office herein are cumulative and are in addition to any other rights or remedies that the State may have at law or in equity.

15. Workers' Compensation Insurance

Grantee hereby warrants that it carries Workers' Compensation Insurance for all of its employees who will be engaged in the performance of this Grant Agreement, or is self-insured in accordance with the provisions of Labor Code section 3700, and agrees to furnish to the Chancellor's Office satisfactory evidence thereof at any time the Project Monitor may request.

16. Unenforceable Provisions

In the event that any provision of this Grant Agreement is unenforceable or held to be unenforceable, the parties agree that all other provisions of the Grant Agreement remain in full force and effect.

17. Law Governing

This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California; venue of any action brought with regard to this Agreement shall be in Sacramento County, Sacramento, California.

18. Independent Status of Grantee

The Grantee, and the agents and employees of Grantee, in the performance of this Grant Agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California or the Chancellor's Office.

19. Grant Agreement is Complete

No amendment, alteration or variation of the terms of this Grant Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or agreement not incorporated in this Grant Agreement is binding on any of the parties.

EXHIBIT A

20. Captions

The clause headings appearing in this Grant Agreement have been inserted for the purpose of convenience and ready reference. They do not purport to and shall not be deemed to define, limit, or extend the scope or intent of the clauses to which they appertain.

21. Effective Date

The effective date of this agreement is when it is fully executed by all parties.

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

TO: Members of the Governing Board

SUBJECT: HIRE UP PILOT PROGRAM GRANT

REQUESTED ACTION:

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

SUMMARY: The Hire UP Pilot Program was established June 30, 2022 through [Assembly Bill No. 183](#), codified in Education Code [EDC 78080-78084](#), to provide stipends to formerly incarcerated students, CalWORKs recipients and former foster youth to help them meet the true cost of college attendance, and gain clear access to credential programs and workforce support needed to enter, participate, and succeed in California's economy. The Chancellor's Office will enter into one-time agreements with up to 10 community college districts for a five-year pilot program to provide funding for stipends for eligible students.

STUDENT SUCCESS IMPACT:

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

Ed. Code: N/A Board Policy: N/A Estimated Fiscal Impact: None

SUPERINTENDENT'S RECOMMENDATION:

☒ APPROVAL ☐ DISAPPROVAL
☐ NOT REQUIRED ☐ TABLE

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

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 864-7159

TELEPHONE NUMBER

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

Lisa Neeley, M.F.A.

VICE PRESIDENT APPROVAL

September 26, 2023

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

October 4, 2023

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

Hire Up Program Guide

Contents

Overview.....	2
District Selection Criteria.....	2
Student Eligibility.....	3
Student Stipend Amounts	4
Payments to Students.....	4
Required Reporting.....	5
Participation Agreement	6
Contact Information.....	6
FAQ	7
1. Full-Time.....	7
2. Part-Time	7
3. Full-Time Drops to Part-Time.....	7
4. Fluctuating Enrollment Status.....	8
5. Not Enough Unmet Need	8
Sample Student Survey Questions	9

Overview

The Hire UP Pilot Program was established June 30, 2022 through [Assembly Bill No. 183](#), codified in Education Code [EDC 78080-78084](#), to provide stipends to formerly incarcerated students, CalWORKs recipients and former foster youth to help them meet the true cost of college attendance, and gain clear access to credential programs and workforce support needed to enter, participate, and succeed in California's economy.

The Chancellor's Office will enter into one-time agreements with up to 10 community college districts for a five-year pilot program to provide funding for stipends for eligible students.

District Selection Criteria

Invited districts were selected based on:

- the percentage of students who were formerly incarcerated (minimum 10 student threshold)
- the percentage of students who were former foster youth
- the percentage of students that are current CalWORKs recipients and
- the percentage of students that completed transfer level math and English. This criterion was selected so that the Chancellor's Office could prioritize districts which have shown the greatest capacity to ensure timely student completion.

Districts interested in participating in the Hire UP Pilot Program must submit a completed [interest form](#) by March 30, 2023 with all requested information. District information provided will be used to confirm that invited districts have the capacity to effectively administer the Hire UP program as required by education code including: participation in the Rising Scholars Network/another dedicated reentry program, established career pathways, established mechanisms to measure student success and the ability to ensure students received assistance with applying for financial aid, and sufficient staffing within district to administer the pilot program.

Districts may apply on behalf of individual colleges in the district or for all colleges in the district. Individual colleges may not apply, and each district may only submit one interest form.

Student Eligibility

For a student to participate in the Hire UP program they must meet all of the following eligibility criteria:

- U.S. citizens, eligible non-citizens or exempt from paying nonresident tuition per 68130.5
- New or continuing student enrolled in a certificate or degree program
- Maintain at least half-time enrollment in a certificate or degree program
- Must submit a FAFSA or California Dream Act Application and complete the financial aid application process
- Remain in good academic standing per college policy
- Agrees to share post-pilot employment and or further education information
- The student has self-certified they have been released from incarceration within the last three years and is a current participant in the Rising Scholars Network (or another dedicated reentry program);
OR is a CalWORKs recipient;
OR is a former foster youth.

Student Stipend Amounts

For financial aid awarding purposes, the maximum stipend amount per term is the state minimum wage* for each enrollment level hours (see chart below). Awarding examples can be found in the Appendix.

Enrollment Level	Hours
6-8.99 units	20
9-11.99 units	30
12+ units	40

*As of January 1, 2023, the state minimum wage is \$15.50.

Payments to Students

Stipends must be disbursed to students at least once per month. Colleges may disburse stipends on a more frequent basis.

Stipends made to students are considered to be estimated financial assistance and Hire UP stipends along with any federal or state aid, may not exceed the student's total cost of attendance.

Enrollment level must be verified before each disbursement and stipend amounts must be adjusted if the enrollment level changes. Although students are not required to repay any portion of the stipend, they must be enrolled to receive the stipend.

District Funding

District allocations were determined based on data used to select colleges. After the first 2 years of Hire UP implementation (July 2025), districts will be asked to provide a budget plan to help evaluate whether reallocation is needed.

District	Total Allocation	ACA
Solano	\$3,500,000	\$245,000
San Diego	\$3,500,000	\$245,000
Shasta-Tehama	\$3,500,000	\$245,000
Los Angeles	\$3,500,000	\$245,000
Rio Hondo	\$2,800,000	\$196,000
San Francisco	\$2,640,000	\$184,800
Peralta	\$2,640,000	\$184,800
Sonoma	\$2,640,000	\$184,800
Allan Hancock	\$2,640,000	\$184,800
North Orange	\$2,640,000	\$184,800
Total	\$30,000,000	\$2,100,000

Required Reporting

The Chancellor's Office is required to submit a report to the Legislature on the implementation of the pilot program that includes the degree to which Hire UP supportive services acknowledge and address historic racial inequity and socioeconomic barriers to workforce participation for the target population groups and the impact of the pilot program on the target population groups, including key conclusions and policy recommendations to provide guidance to the Legislature and the Governor.

Participating districts will be required to collect and report the following information to the Chancellor's Office annually:

1. The number of students receiving a stipend pursuant to this article.
2. The enrollment level and total stipend amount for each student.
3. Whether the student is formerly incarcerated, a CalWORKs recipient and/or former foster youth.
4. Number of units completed for each student while active in program.

5. The degree or training program each stipend recipient has completed or is participating in.
6. The outcomes for all participants, including completion, persistence, employment, additional education, or business startups/entrepreneurship.
 - a. This information must be collected directly from students.
 - b. A survey template can be found in the appendix.
7. The percentage of students employed in the field in which they received a degree or completed training.
8. The number of staff hours and estimated salary dedicated to administering the program

Participation Agreement

To participate in the Hire UP pilot program, the district must:

- Participate in the Rising Scholars Network or in another dedicated reentry program.
- Proactively recruit students to participate in the program.
- Explain the mechanism to be used to measure program and student success (Student Success Metrics, MIS data, student survey, etc.)
- To not draw from, supplant or redirect existing state or federally funded education, workforce development, or employment service programs, except that those funds may, but are not required to, be used as leverage with Hire UP funding.
- Only use the funds to provide stipends to eligible students based on the student eligibility criteria.
- Communicate program requirements to students.
- Report all stipend amounts to the financial aid office for inclusion in the student's financial aid award.
- Provide students with supportive, academic, and professional services available through the Rising Scholars Network (or other reentry program), CalWORKs, Foster Youth programs such as NextUp.
- Provide students with financial literacy learning opportunities and ensure students receive assistance with completing the FAFSA or California Dream Act Application.
- Demonstrate sufficient staffing to effectively administer the program.
- List relevant partners and services available.
- List relevant local employers, industry recruiters, trade groups, career centers, and other workforce placement entities that the community college district will engage for the purpose of establishing a career pathway for students receiving a stipend and provide a description of how they are a relevant partner.
- Submit required reporting to the Chancellor's Office.

Contact Information

Submit questions regarding the Hire UP Pilot Program to the Financial Aid inbox at FinancialAid@cccoco.edu.

FAQ

1. Full-Time

Q: If Flora is enrolled in 13 units for a 16-week term, and has \$20,000 in unmet need for the academic year, how much could Flora qualify for?

A: Since Flora is enrolled in 12+ units she qualifies to be receive \$15.50 per hour for 40 hours per week of full-time enrollment. Since Flora is enrolled in a 16-week term she qualifies for $(40 \times \$15.50 \times 16)$ \$9,920 for the term.

2. Part-Time

Q: If Trent is enrolled in 6 units for a 5-week term, and has \$8,000 in unmet need for the academic year, how much could Trent qualify for?

A: Since Trent is enrolled in 6 units he qualifies to be paid as much as 20 hours of the state's \$15.50 minimum wage per week of enrollment. Since Trent is enrolled in a 5-week term he qualifies for $(20 \times \$15.50 \times 5)$ \$1,550 for the term.

3. Full-Time Drops to Part-Time

Q: If Rebekka is enrolled in 12 units for a 16-week term, and has \$20,000 in unmet need for the academic year, how much could Rebekka qualify for?

A: Since Rebekka is enrolled in 12+ units she qualifies to be paid as much as 40 hours of the state's \$15.50 minimum wage per week of enrollment. Since Rebekka is enrolled in a 16-week term she qualifies for $(40 \times \$15.50 \times 16)$ \$9,920 for the term.

Q: But wait!!! If three weeks into Rebekka's term she drops one 3-unit class, how much could she now qualify for assuming she was paid monthly?

A: Since Rebekka is paid monthly for a 16-week term she will likely receive 4 payments.

- Rebekka was enrolled full time for her first payment, so her first payment was $\frac{1}{4}$ of the \$9,920 or \$2,480.
- However, now that she is enrolled in 9 units the most she can qualify for the rest of the term is at 30 hours per week and she has 12 weeks left in the term.
- Rebekka's $\frac{3}{4}$ time payments are $30 \times \$15.50 \times 12$ which equals \$5,580 or 3 three additional payments of \$1,860.

Since Rebekka stayed enrolled in the 9 units for the rest of the term, the most she could be awarded would be the one payment of \$2,480 and the three payments of \$1,860 or \$8,060 for the term.

4. Fluctuating Enrollment Status

Q: If Teddy is enrolled in 6 units for a 16-week term but two weeks into the term adds a 3 unit late start 5-week course, how much could Teddy qualify for if he is paid on a monthly basis and has \$16,000 in unmet need?

A: Remember that award amounts are based on enrollment at the time of payment. If payment 1 was issued at the start of the term when Teddy was enrolled in 6 units, he could receive as much as 20 hours a week of minimum wage for that payment ($20 \times \$15.50 \times 4$) or \$1,240.

However, before payments 2, 3, and 4 were dispersed Teddy enrolled in the 5-week course, increasing his enrollment to 9 units. With 9 units he will qualify for 30 hours a week of minimum wage for the remaining 12 weeks ($30 \times \$15.50 \times 12$) or \$5,580.

Teddy would qualify for up to $\$1,240 + \$5,580 = \$6,820$ for the term.

5. Not Enough Unmet Need

Q: If Alice is enrolled in 13 units for a 16-week term, and she has \$6,000 in unmet need for the academic year, how much could Alice qualify for?

A: Since Alice is enrolled in 12+ units she qualifies to be paid as much as 40 hours of the state's \$15.50 minimum wage per week of enrollment up to her unmet need of \$6,000.

Alice's enrollment would qualify her for \$9,920 ($40 \times \15.50×16) for the term but since she cannot exceed \$6,000 more for the year, the most she may be awarded is \$6,000 for the term.

Depending on Alice's specific educational pathway it may be more beneficial to issue all the funds in the term being addressed or it may be more beneficial to issue the funds spread out through multiple terms in the academic year.

Sample Annual Student Survey Questions

1. Did you earn a degree?

☐ Yes ☐ No

1a. If yes, what degree(s) did you obtain?

2. Did you complete a training program?

☐ Yes ☐ No

2a. If yes, what training program(s) did you obtain?

3. Are you employed in a field which you received a degree or completed training in?

☐ Yes ☐ No

3a. If yes, what is your occupation?

4. Did you transfer to a 4-year baccalaureate granting institution?

☐ Yes ☐ No

4a. If yes, which institution?

5. Are you self-employed?

☐ Yes ☐ No

4a. If yes, what is your profession?

6. Please sign certifying that you answered the questions on this survey to the best of your knowledge?

Annual Required Reporting: Instructions and Data Definitions

(Additional reporting requirements will be released)

For each Hire UP student participant report the following

1. Student information:
 - a. College Name:
 - b. Student MIS ID
2. Participation:
 - a. Hire UP Stipend Amount for the academic year
 - b. Unmet financial need amount
3. Degree or Training Program
 - a. Student's degree or training program (Major)
 - b. Educational Goal (Any associate, bachelor, certification, credential, noncredit credential).
 - c. Program completion date:
4. Outcomes
 - a. Is the student employed?
 - b. Is the student self-employed?
 - c. Is the student employed in the field in which they received a degree or completed training in?
 - d. Did the student transfer to a bachelor's degree granting program?

AGENDA ITEM 13
MEETING DATE October 4, 2023

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

TO: Members of the Governing Board

SUBJECT: BOARD STUDY SESSION – FINANCIAL AID UPDATE

REQUESTED ACTION:

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

SUMMARY:

A presentation on the Financial Aid Program will be provided at the October 4, 2023 Governing Board Meeting.

STUDENT SUCCESS IMPACT:

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

Government Code: Board Policy: Estimated Fiscal Impact: None

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

Patrick Scott
Dean of Financial Aid

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707 864-7000

TELEPHONE NUMBER

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

VICE PRESIDENT APPROVAL

September 25, 2023

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

October 4, 2023

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

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

REQUESTED ACTION:

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

SUMMARY:

The Solano CCD Measure Q Quarterly Update Report is presented for Board information. This report includes an overview of program and project activities for the Measure Q Bond Program for the period of April 1, 2023 – June 30, 2023.

Measure Q expenditures during this reporting period were \$8,112,338. Total expended to June 30, 2023 was \$231,616,209 (percentage spent is 65.3%).

CONTINUED ON THE NEXT PAGE

STUDENT SUCCESS IMPACT:

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

Ed. Code: NA	Board Policy: NA	Estimated Fiscal Impact: \$0
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SUPERINTENDENT'S RECOMMENDATION: ☐ APPROVAL ☐ DISAPPROVAL
☒ NOT REQUIRED ☐ TABLE

Lucky Lofton
VP, Facilities and Executive Bonds Manager

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 863-7855

TELEPHONE NUMBER

Lucky Lofton
VP, Facilities and Executive Bonds Manager

VICE PRESIDENT APPROVAL

September 25, 2023

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

October 4, 2023

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

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

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

Sample of key activities this quarter:

Program: District staff and Bond Program team members continue to work on Consultant Pool refreshing, Design Standards revision/updates, and planning for and implementing the projects being funded by Series D and E funds.

Projects:

- Fairfield Campus Library/Learning Resource Center Project (Building 100 Replacement): Additional close out (financial and State project close-out paperwork) is on-going along warranty work and mechanical controls finetuning.
- Fairfield Campus Building 300 Modernization Project: Due to lack of bidders, despite advertising and contractor outreach efforts, this bid was cancelled and will be re-bid at a later date.
- Fairfield Campus Early Learning Center Expansion Project: Footings poured. Buildings delivered to campus and set in place. Extended rain caused delays to original timeline for project completion, and the Project schedule has been adjusted.
- On Campus Housing Project: An SB169 grant application was submitted at the end of June. It was determined that Measure Q bond funds could not be used for this Project. All expenditures previously paid for with bond funds are being re-allocated to other District accounts, and the Measure Q funds are being returned to Program Reserves. This Project is no longer a Measure Q Bond Project and will not be included in this Report once all funds are returned.
- Vacaville Campus Annex HVAC/Roof Upgrade: Rooftop units anticipated to be delivered in October 2023.
- Small Capital Projects – Fairfield Campus Building 1400 Lighting Upgrade: Contractor not able to complete project work. District is working with surety company to proceed with getting the work completed.
- Small Capital Projects - Fairfield Campus Wide Interior Refresh: Study/assessment underway including site visits.
- Small Capital Projects - Fairfield Campus Quad Water Conservation: Campus survey completed and results compiled and reviewed by District. Consultant team authorized to proceed with design.
- Small Capital Projects - Fairfield Campus Parking Lot Improvements: Design has been completed and submitted to DSA. DSA comments being addressed. Bidding phase underway.
- Small Capital Projects - Vallejo Campus Center Security: Design continues.
- Small Capital Projects - Vallejo Campus Auto Tech Vehicle Security: Footings work, which was in progress and impacted by wet weather is being addressed. Mitigation and schedule recovery efforts underway. Masonry work is on-going. Rolling gates in fabrication.

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

TO: Members of the Governing Board

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

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

Sample of key activities this quarter (continued):

Projects:

Districtwide Projects:

- IT Infrastructure Project (Phase 3): Implementation of Series D and Series E funded work continues. Equipment purchases and installations continue.
- IT Infrastructure Project (Phase 4): Next phase of IT Infrastructure Improvements. Planning and implementing projects associated with Series D and Series E funding, including equipment purchases and installations.
- Infrastructure Improvements – Central Plant Replacement: Bidding complete, and builder has been awarded their contract. Submittals are proceeding.
- Infrastructure Improvements – Replacement Substations #3 and #4: GMP (Guaranteed Maximum Price) Amendment approved. Discovery phase work continues. Continue working with DSA to expedite plan review. Coordination with adjacent projects on-going.
- Infrastructure Improvements – Solar Energy: Design Package 1 work (Solar PV – photo voltaic and EV – electric vehicle charging) has begun. Structural steel being installed along with AV work in South Parking Lot. Design Package 2 (BESS – battery storage) still in process.
- Infrastructure Improvements – Swimming Pool Deck Replacement: Contract approved and work has begun – saw cutting at deck and utility locating underway.
- ADA Improvements (Phase 1): Work on the Self Evaluation Study of Policies and Procedures continues with District review.