

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

**TO: Members of the Governing Board**

**SUBJECT: ELECTION OF GOVERNING BOARD OFFICERS FOR  
THE 2024 YEAR – PRESIDENT, VICE PRESIDENT, AND  
APPOINTMENT OF SECRETARY AND SELECT A  
REPRESENTATIVE TO THE SOLANO COUNTY SCHOOL  
BOARDS ASSOCIATION**

**REQUESTED ACTION:**

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

**SUMMARY:**

In accordance with Education Code Section 7200(C)(2)(A), the Governing Board of the Solano Community College District designated the Board meeting of December 20, 2023 as the Annual Organizational meeting of the Governing Board.

This involves the tasks listed below:

- Elect a President and a Vice President
- Appoint Secretary
- Select a representative to the Solano County School Boards Association

**STUDENT SUCCESS IMPACT:**

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

<i>Ed. Code:</i>	<i>Board Policy: 1025</i>	<i>Estimated Fiscal Impact: N/A</i>
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**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

**VICE PRESIDENT APPROVAL**

December 7, 2023

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

December 20, 2023

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

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

**TO: Members of the Governing Board**

**SUBJECT: ESTABLISHMENT OF DATES, TIME, AND LOCATIONS  
OF GOVERNING BOARD MEETINGS**

**REQUESTED ACTION:**

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

**SUMMARY:**

In accordance with Education Code Section 7200(C)(2)(A), the Governing Board of the Solano Community College District designated the Board meeting of December 20, 2023 as the Annual Organizational meeting of the Governing Board.

This involves the tasks listed below:

- Establish the dates, times, and locations of the Governing Board meetings (attached)

**STUDENT SUCCESS IMPACT:**

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

<i>Ed. Code:</i>	<i>Board Policy: 1025</i>	<i>Estimated Fiscal Impact: N/A</i>
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**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

**VICE PRESIDENT APPROVAL**

December 7, 2022

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

December 21, 2022

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

**SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD  
2024  
BOARD MATERIAL PREPARATION SCHEDULE**  
*(The 1<sup>st</sup> meeting of each month is a Study Session)*

BOARD MEETING	BOARD MEETING DATE	AGENDA ITEMS DUE TO VP OFFICE	AGENDA ITEMS DUE TO HR	AGENDA INFORMATION SUP-PRES. DUE - NOON	AGENDA AVAILABLE TO PUBLIC & POST DATE
Regular Business	01/17/24	01/03/24	01/04/24	01/05/24	01/12/24
Study Session	02/07/24	01/23/24	01/24/24	01/25/24	02/02/24
Regular Business	02/21/24	02/07/24	02/08/24	02/09/24	02/16/24
Study Session	03/06/24	02/21/24	02/22/24	02/23/24	03/01/24
Regular Business	03/20/24	03/06/24	03/07/24	03/08/24	03/15/24
Study Session	04/03/24	03/20/24	03/21/24	03/22/24	03/29/24
Regular Business	04/17/24	04/03/24	04/04/24	04/05/24	04/12/24
Study Session	05/01/24	04/17/24	04/18/24	04/19/24	04/26/24
Regular Business	05/15/24	05/01/24	05/02/24	05/03/24	05/10/24
Study Session	06/05/24	05/22/24	05/23/24	05/24/24	05/31/24
Regular Business	06/19/24	06/05/24	06/06/24	06/07/24	06/14/24
Regular Business	07/17/24	07/02/24	07/03/24	07/05/24	07/12/24
Study Session	08/07/24	07/24/24	07/25/24	07/26/24	08/02/24
Regular Business	08/21/24	08/07/24	08/08/24	08/09/24	08/16/24
Study Session	09/04/24	08/21/24	08/22/24	08/23/24	08/30/24
Regular Business	09/18/24	09/04/24	09/05/24	09/06/24	09/13/24
Study Session	10/02/24	09/18/24	09/19/24	09/20/24	09/27/24
Regular Business	10/16/24	10/02/24	10/03/24	10/04/24	10/11/24
Study Session	11/06/24	10/23/24	10/24/24	10/25/24	11/01/24
Regular Business	11/20/24	11/06/24	11/07/24	11/08/24	11/15/24
Study Session	12/04/24	11/20/24	11/21/24	11/22/24	11/29/24
Org Meeting (per AB2449)	12/18/24	12/04/24	12/05/24	12/06/24	12/13/24

**PLEASE NOTE:** There will be a limited amount of consent or action items at Study Sessions. Please plan accordingly. Preparation dates are subject to change. Board Retreats will be scheduled as needed.

**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**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Effective</u></b>
Luis Angel Campos	Automotive Technology Instructor (Tenure Track)	01/11/2024
Ayisha Henderson	Administrative Assistant IV – Applied Tech & Business	01/08/2024
George Reeves	Automotive Technology Instructor (Tenure Track)	01/11/2024
Shameeka Wilson	Outreach Specialist	01/08/2024

**Part-Time Adjunct Assignment**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Effective</u></b>
Ryan McMurray	Adjunct Instructor – Sociology (Not to Exceed 67%)	01/11/24-05/23/24

**Out of Class Assignment Extension**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Effective</u></b>
Julene Calvo	Student Services Generalist – Vallejo	01/01/24-04/30/24

**Volunteer Assignment**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Effective</u></b>
Alyssia Lee	Biology Lab Technician – Math & Sciences	01/08/24-06/30/24

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Fund/Grant</u></b>	<b><u>Effective</u></b>	<b><u>Amount</u></b>
Vincent Webster	Classroom Assistant – EMT	General	08/14/23-12/15/23	NTE \$123.50

**Salvatore Abbate**  
Human Resources

December 8, 2023  
**Date Submitted**

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

December 20, 2023  
**Date Approved**

SOLANO COMMUNITY COLLEGE HUMAN RESOURCES CONSENT CALENDAR

Governing Board Meeting

December 6, 2023

Page 2

**Short-Term/Temporary/Substitute**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Fund/Grant</u></b>	<b><u>Effective</u></b>	<b><u>Amount</u></b>
Saki Cabrera	HSW Project Coordinator	Perkins	08/10/23-05/23/24	\$81.95/hr.
Christian Gello	Special Projects	SEA	12/21/23-06/30/24	\$30.00/hr.
Marcie McDaniels	Special Projects	SEA	12/21/23-06/30/24	\$78.50/hr.
Marthen Nodado	Student Services Generalist	NextUp, EOPS, CARE	01/04/23-06/30/24	\$18.91/hr.
Rafael Rovira	Assistant Coach - Tennis	General	11/03/23-05/31/24	\$22.00/hr.
Taylor Settnek	Administrative Assistant IV	General	01/03/24-06/30/24	\$19.75/hr.
Jacqlyn Vetter	Peer Online Course Reviewer	SEA	08/04/23-12/05/23	\$900.00 (Lump Sum)
Serenity Vieira	Student Services Assistant	BFAP / SFAA	12/07/23-06/30/24	\$18.91/hr. (revised)

SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: WARRANTS – November 2023

**REQUESTED ACTION:**

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

**SUMMARY:**

<u>Date</u>	<u>Payment Type</u>	<u>Check Number(s)</u>	<u>Amount</u>
11/6/2023	AP Vendor Payments	11122857 - 11123031	\$811,440.32
11/6/2023	CP Payments	11123032	\$86,962.90
11/6/2023	QC Vendor Payments	11123033	\$5,053.10
11/6/2023	QD Vendor Payments	11123034 - 11123038	\$50,851.31
11/6/2023	QE Vendor Payments	11123039 - 11123047	\$460,588.80
11/9/2023	AP Vendor Payments	11123048 - 11123103	\$712,371.40

CONTINUED ON NEXT PAGE:

**STUDENT SUCCESS IMPACT:**

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

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

**SUPERINTENDENT'S RECOMMENDATION:**

☒ APPROVAL ☐ DISAPPROVAL  
☐ NOT REQUIRED ☐ TABLE

Susan Wheet  
Vice President, Finance and Administration

**PRESENTER'S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

**ADDRESS**

707-864-7209

**TELEPHONE NUMBER**

Susan Wheet, Finance and Administration

**VICE PRESIDENT APPROVAL**

December 8, 2023

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

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

December 20, 2023

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

**AGENDA ITEM** 12.(c)  
**MEETING DATE** December 20, 2023

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

**TO:** **Members of the Governing Board**

**SUBJECT:** **WARRANTS – November 2023**

**REQUESTED ACTION:**

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

**SUMMARY:**

<u>Date</u>	<u>Payment Type</u>	<u>Check Number(s)</u>	<u>Amount</u>
11/9/2023	QD Vendor Payments	11123104	\$674.77
11/9/2023	QE Vendor Payments	11123105 - 11123107	\$425,034.32
11/17/2023	AP Vendor Payments	11123108 - 11123170	\$156,314.74
11/17/2023	QC Vendor Payments	11123171	\$2,000.00
11/17/2023	QD Vendor Payments	11123172 - 11123176	\$110,116.09
11/17/2023	QE Vendor Payments	11123177 - 11123182	\$509,197.39
11/21/2023	AP Vendor Payments	11123183 - 11123249	\$220,305.42
11/21/2023	QC Vendor Payments	11123250	\$990.40
11/21/2023	QD Vendor Payments	11123251 - 11123252	\$14,942.00
11/21/2023	QE Vendor Payments	11123253 - 11123259	\$345,784.77
<b>Total Vendor Payments</b>			<b>\$3,912,627.73</b>

**Bank Code Glossary:**

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

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

**TO: MEMBERS OF THE GOVERNING BOARD**

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

**REQUESTED ACTION:**

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

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**PERSONAL SERVICES AGREEMENTS**

**Student Services  
Lisa Neeley, Vice President**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Fund/Grant</u></b>	<b><u>Effective</u></b>	<b><u>Amount</u></b>
Michael Dacong	Native American Art Installation at the Herger Gallery 1/16-2/15, 2024	SEA	01/08/24-02/23/24	Not to Exceed \$2,000.00
Trynor Fairfield LLC dba Share Tea	Vendor to provided catering (cocoa & boba tea) for ASSC Cocoa & Cram event on 12/11/2023.	ASSC	12/11/23-12/13/23	Not to Exceed \$1,600.00

**Academic Affairs  
David Williams, Vice President**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Fund/Grant</u></b>	<b><u>Effective</u></b>	<b><u>Amount</u></b>
Suzanna Ferris	Vendor to assist students to provide choreography services for the Spring 2023 Dance production.	General	01/16/24-06/30/24	Not to Exceed \$350.00

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

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

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December 8, 2023  
**Date Submitted**

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December 20, 2023  
**Date Approved**



**CONTRACT SERVICES AGREEMENTS**

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

<b><u>Name</u></b>	<b><u>Description</u></b>	<b><u>Fund/Grant</u></b>	<b><u>Effective</u></b>	<b><u>Amount</u></b>
Carosell Motors Inc.	Purchase of a 1995 Mazda Protégé for use by students in the Vallejo Auto Tech Center	Strong Workforce	12/21/23	Not to Exceed \$2,877.68
Carosell Motors Inc.	Purchase of a 2003 Honda CRV for use by students in the Vallejo Auto Tech Center	Strong Workforce	12/21/23	Not to Exceed \$4,503.30
ProEducation Services LLC	Vendor to provide verification of student FAFSA information to assist in disbursement of student financial aid. This is a one-year contract with the option to renew annually up to four years	Financial Aid Tech	12/21/23-12/20/24	Not to Exceed \$35,000.00
United Rentals	Vendor to provide training for facilities staff including Backhoe/Loader, Skid Steer, Bucket Lift, and Tractor.	General	12/21/23-06/30/24	Not to Exceed \$9,624.38
Viatron Systems Inc.	Vendor to provide scanning and storage solution for the back-up of student records	General	02/01/24-06/30/24	Not to Exceed \$49,966.00

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

**TO: Members of the Governing Board**

**SUBJECT: DONATIONS**

**REQUESTED ACTION:**

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

**SUMMARY:**

<b><u>NAME AND ADDRESS</u></b>	<b><u>ITEM AND ESTIMATED VALUE</u></b>	<b><u>RECEIVING DEPARTMENT</u></b>
Lou Holliday 124 Dewberry Drive Vacaville, CA 95688	Meade LXD55 10ft Schmidt telescope \$2,300.00	School of Math & Sciences

Acceptance of this donation is recommended at this time.

**STUDENT SUCCESS IMPACT:**

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

*Government Code: Board Policy: 3350 Estimated Fiscal Impact: \$ In Kind Gifts*

**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**

707 864-7299

**TELEPHONE NUMBER**

Susan Wheet  
Finance & Administration

**VICE PRESIDENT APPROVAL**

December 8, 2023

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

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

December 20, 2023

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

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

**TO: Members of the Governing Board**

**SUBJECT: NOTICE OF COMPLETION FOR CONSTRUCTION  
SERVICES FOR THE VALLEJO AUTOTECH SECURITY  
ENHANCEMENT PROJECT**

**REQUESTED ACTION:**

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

**SUMMARY:**

Board approval is requested for the Autotech Security Enhancement Project Notice of Completion. On October 19, 2022, a Contract was awarded to Arthulia, Inc.

The work on this project is complete, and at this time the District gives notice and certifies that:

- The project has been inspected and complies with the plans and specifications;
- The contractor has completed the work;
- The contract for the project is accepted and complete; and
- Upon Board approval a Notice of Completion will be filed with Solano County for the project.

**STUDENT SUCCESS IMPACT:**

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

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

Lucky Lofton  
Vice President, Facilities & Executive Bonds Manager

**PRESENTER'S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

**ADDRESS**

(707) 863-7855

**TELEPHONE NUMBER**

Lucky Lofton  
Vice President, Facilities & Executive Bonds Manager

**VICE PRESIDENT APPROVAL**

December 8, 2023

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

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

December 20, 2023

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

RECORDING REQUESTED BY:

When recorded mail to:

Lucky Lofton, Vice President, Facilities & Executive Bonds Manager  
Solano Community College District  
4000 Suisun Valley Road  
Fairfield, CA 94534

**Notice of Completion**

*State/local governmental entity recording fee when document is for the benefit of the government entity – GC6103 (no fee)  
Must be recorded within 10 days after completion*

In execution of this Notice, notice is hereby given that:

1. The undersigned is an owner or agent of an owner of the estate or interest stated below.
2. The name of the owner is Solano Community College District.
3. The address of the owner is 4000 Suisun Valley Road, Fairfield, CA 94534.
4. The nature of the estate or interest is: Solano Community College District in fee.
5. The name and addresses of all co-owners, if any, who hold any title or interest with the above-named owner in the property are:

NAMES

ADDRESSES

- 
6. Work of modernization on the property hereinafter described was completed on: 12/20/2023
  7. The Project Name is: Vallejo Autotech Security Enhancement Project
  8. DSA Number (if applicable): #02-119982, File #48-C1
  9. The contractor for such work of modernization is: Arthulia, Inc.
  10. The name of the contractor's Surety Co. is: Arch Insurance Company
  11. The date of contract between the contractor and the above owner is: 10/19/2022
  12. The street address of said property is: 1687 North Ascot Parkway, Vallejo, CA 94591
  13. APN #: 0081-800-340
  14. The property on which said work of modernization was completed is in the City of Vallejo, County of Solano, State of California, and is described as follows: Replacement of the existing iron perimeter fence with new DSA (Division of the State Architect) approved 10' tall masonry block walls, miscellaneous site improvements with new gates and removable bollards.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Owner – Celia Esposito-Noy, Ed. D.  
Solano Community College District

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**Verification**

I, undersigned, say:

I am \_\_\_\_\_

("President," "Owner," "Manager," etc.)

Of the declarant of the foregoing completion; I have read said Notice of Completion and know the contents thereof; the same is true of my own knowledge.

I declare under penalty of perjury that the foregoing is correct and true.

Executed on \_\_\_\_\_, at Fairfield, California.  
(City or Town where signed)

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

**TO: Members of the Governing Board**

**SUBJECT: 2022-2023 FINANCIAL AUDIT REPORT - DRAFT**

**REQUESTED ACTION:**

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

**SUMMARY:**

The Governing Board is required to provide for an independent audit of the District's financial statements and to evaluate the management controls.

CliftonLarsonAllen, LLP, Certified Public Accountants, has been engaged to conduct the District's annual Audit for Fiscal Year 2022-2023

The Board's Audit Committee met to review and discuss the report with District staff and the representative from CliftonLarsonAllen, LLP.

At this time, District staff and a representative from CliftonLarsonAllen, LLP will present a draft of the District Independent Audit Report for Fiscal Year 2022-2023. The audit report will be provided to the Board under separate cover.

**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: 3070 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**

December 8, 2023

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

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

December 20, 2023

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

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

**TO: Members of the Governing Board**

**SUBJECT: SUPERINTENDENT-PRESIDENT JOB DESCRIPTION**

**REQUESTED ACTION:**

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

**SUMMARY:**

The following updated Superintendent-President job description is being presented for final approval of the Board. It was presented to the board for first review and public comment at the December 6, 2023 meeting.

**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:</i>	<i>Board Policy:</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**

707-864-7281

**TELEPHONE NUMBER**

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

**VICE PRESIDENT APPROVAL**

December 8, 2023

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

December 20, 2023

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

## **SOLANO COMMUNITY COLLEGE DISTRICT CLASS SPECIFICATIONS**

### **CLASS TITLE: SUPERINTENDENT/PRESIDENT (EDUCATIONAL ADMINISTRATOR)**

**DEFINITION:** Under direction of the Governing Board, envision, plan, organize, coordinate, direct, administer, review and evaluate the programs, services and activities of the entire community college district which provides and supports educational opportunities for students; provide executive direction and leadership to the district's academic and classified administrators and staff in all areas of administration, academic affairs, student services and other support services; plan, formulate, develop and implement short- and long-range goals and objectives in support of the educational plan and consistent with the instructional needs of the community; promote and develop partnerships, cooperative functions and effective relationships with community business leaders, related organizations and others involved in educational services and career technical training.

Maintain broad perspective of all aspects of the district and work closely with the Board to facilitate achievement of goals and objectives consistent with the district's educational plan; assure the innovative and cost-effective formulation, development and implementation of administrative, instructional and student services programs, systems, policies, standards and activities in compliance with a variety of federal, State, local and district laws, rules, regulations, policies and procedures; select, direct and evaluate the performance of the Vice Presidents and others who report directly to the Superintendent/President.

#### **Diversity, Equity, Inclusion and Accessibility**

Demonstrates a commitment to diversity, equity, inclusion, and access. Provides evidence of a deep understanding and appreciation for the diverse academic, socioeconomic, cultural, gender identity, sexual orientation, and ethnic backgrounds of community college students and employees; creates an inclusive educational and employment environment, while holding the entire college community responsible for proactively fostering and supporting a welcoming and engaging environment with compassion, collegiality, and dedication.

#### **RESPONSIBILITIES:**

**EXAMPLES OF ESSENTIAL DUTIES:** (Listed examples may not include all tasks which may be found in the position assigned to this class.)

Provide executive direction and leadership to the district's instructional, administrative, and student services functions, programs, operations and activities; formulate, develop, implement and review a broad variety of policies, standards and outcomes to assure that students are afforded optimum opportunities to excel in academic and career technical fields of endeavor.

In an environment of shared governance, work closely with district administrators in establishing and achieving institutional goals in accordance with the district's educational plan; direct the

development of short- and long-range plans for all district functions in coordination with the constituent groups and the Governing Board. Demonstrate a thorough understanding and knowledge of the District's Mission Statement, Vision Statement and Core Values.

Attend Board meetings and make oral presentations concerning all aspects of instructional and administrative activities; serve as leader of the district's executive team; confer with administrators regarding Board agenda items and management issues involving programs and services of the district, including recommendations for new or revised policies and procedures; assure that Board policies and legislative directives are carried out in all areas of the district.

Commit the District to the recruitment, selection and retention of highly qualified, diverse and student-centered faculty and staff.

Work closely with administrators and leaders of the Academic Senate with regard to developing, modifying and enhancing college curriculum. Work with the Vice President of Academic Affairs and others to review and evaluate curricular recommendations and encourage expansion of the instructional program to meet the diverse needs of students, including new, transfer, re-entry and dual enrollment students with a strong focus on reducing achievement gaps among groups of students and increasing retention and student success.

Represent the district to local, State and federal governmental bodies and agencies; identify resources for new and enhanced instructional programs and services; represent the district to the community including other educational institutions, business interests and service organizations.

Interact with leaders of the business and social communities of the district to identify and communicate emerging educational trends and partnerships for the district; provide leadership to district personnel to envision and develop new programs and services, utilize resources effectively, and promote innovative methodology and concepts in the field of education.

Assure compliance with all applicable laws, rules, regulations and restrictions related to instructional programs, student services, district operations and expenditure of district funds; assure that the highest legal and ethical standards are maintained and clearly communicated to district personnel, the Governing Board and the community.

Review and evaluate effectiveness of district organization, personnel, programs and services; assure development and implementation of corrective action, improvements or additional programs and services as necessary; promote a climate of innovation and collaboration and encourage staff development and formulation of clear job objectives.

Provide for staff participation in achieving established goals and objectives for assigned services; recommend operational changes in all areas as appropriate to increase efficiency, effectiveness and quality of all district services.

Direct the efforts and activities of district committees, task forces and meetings; delegate responsibility to team leaders for representing the district's interests in the community and at State or national meetings; review and evaluate information, factual summaries and recommendations from work groups and team leaders.



Review reports related to the district's financial position; assure that appropriate internal audits and budgetary controls are instituted and maintained; direct the timely and accurate preparation of enrollment and revenue projections and consolidation of all departmental budgets to facilitate attainment of the district's short- and long-range plans.

Maintain knowledge and oversight of the District's Bond Spending Plan to ensure funds are spent in accordance with the Bond language and Facilities Master Plan.

Maintain contact with legislators, professional organizations, and the Chancellor's Office in order to remain current regarding new and pending State, federal, and local legislation related to instructional programs, funding and financial support, student services, and administration.

Assure optimum support services to students in all areas of student life, including maintenance of student records, academic and personal counseling, recreational and sports activities, health services, student government and other clubs and organizations, tutorial services, financial aid, Rising Scholar's program, and assistance programs for students with disabilities.

Perform related duties as assigned and needed.

#### **MINIMUM QUALIFICATIONS:**

Education and Experience: Any combination equivalent to:

Master's degree from a regionally accredited institution or equivalent

Three years of senior-level administrative experience in education, defined as an executive position reporting directly to a governing body or chief executive officer and being responsible for a broad operational segment of the organization with significant fiscal and programmatic oversight (e.g. academic affairs, student services, administrative services, college campus)

Evidence of responsiveness to and understanding of the diverse academic, socioeconomic, cultural, disability, gender identity, sexual orientation, and ethnic backgrounds of community college students, as these factors relate to the need for equity minded practices.

#### **DESIRABLE QUALIFICATIONS:**

Doctorate degree from a regionally accredited institution.

A minimum of ten years of management experience with significant and progressively more complex decision-making responsibilities.

Administrative experience in areas of academic affairs, student affairs, financial management, faculty, staff and community relations, and facilities development and strategic planning.

Faculty experience in teaching or student services, or other leadership experience providing support for the role of faculty that demonstrates a strong understanding of the teaching/learning and student development processes.

Demonstrated experience utilizing principles of organization and leadership practices that promote professional excellence among all employees.

Strong communication skills: both oral and written communication.

Demonstrated experience to effectively navigate the complexities of the California community college policy, legal and accreditation environment or equivalent.

Proven record of successful management of resources, including integrated planning and budget development, during both increasing and decreasing budget cycles

Successful external resource development experience, including pursuit of grant funding and community support through partnerships and/or a foundation.

Demonstrated leadership experience providing support for the comprehensive student experience.

Skilled in the use and application of technology including video conferencing and virtual meeting platforms, appropriate office software, applicable learning management systems and the application of data analysis and reporting technology.

Knowledge and application of Interest Based Approach (IBA) for reaching consensus.

## **KNOWLEDGE SKILLS AND ABILITIES:**

Principles, theories, practices, methods and procedures of public administration specifically related to higher education.

Instructional program development and implementation at the community college level.

Principles and practices of effective executive leadership.

Sound fiscal management policies as related to public institutions.

The process of institutional collective bargaining including interest-based negotiations.

Local, State and federal laws governing a community college district.

Effective shared and participatory governance among faculty, staff and students.

District organization, operations and objectives.

Fund-raising approaches in both public and private sectors.

Budget administration for a multi-faceted public organization ensuring the colleges' Student Centered Funding Formula metrics are in line with the California community colleges Vision for Success.

Utilization of technology in all areas that support teaching and learning, and student support services.

Programs and services of a community college district.

Trends in academic, career and technical education, and community education.

Local economic conditions, community leaders and service organizations.

Student enrollment trends and demographic statistics of the communities within the District.

Needs, interests and concerns of various groups of community college students.

Oral and written communication skills.

Principles of leadership, management, training and supervision.

Interpersonal skills including tact, patience and diplomacy.

Public speaking techniques.

#### **ABILITY TO:**

Envision, plan, organize, direct, administer, review and evaluate all functions of the district including instruction, student services and administration.

Develop and implement policy recommendations, which will advance the district's plan and other goals and objectives in accordance with local, State and federal laws, accreditation standards, and the needs of the college community.

Exhibit passion about education and its value.

Provide leadership and executive direction to administrators and staff.

Provide opportunities to enable students to achieve their full potential.

Confer with legislators, community business leaders and others regarding funding sources and cooperative instructional relationships.

Build an educational team, manage conflict, build trust, motivate others, set a strategic course of action utilizing participatory management, hold employees accountable, and make difficult choices among strong and competing interests.

Communicate effectively with diverse constituencies within and outside the district.

Manage the District in an ethical, approachable and trustworthy manner.

Effectively delegate authority and responsibility to direct reports.

Value intellectual achievement and be guided by student and community needs in decision-making.

Review and analyze complex financial, statistical and narrative data regarding all aspect of district instruction and operations.

Develop relationships with educational organizations, business, industry, government, and community-based organizations.

Maintain current knowledge of the educational needs of the community.

Manage the District in a fiscally responsible manner, utilizing strategic planning, institutional research, and data as guidance for budget policies and procedures.

Train, supervise and evaluate the performance of assigned personnel.

Communicate effectively both orally and in writing.

Establish and maintain effective and cooperative working relationships with others.

Support the Board and its decisions even if such decisions are contrary to recommendations of the Superintendent/President.

Access and interpret key resources and information in a timely manner.

**WORKING CONDITIONS:** Duties are primarily performed in an office environment or in meetings at a district or community location. The incumbent is subject to frequent interruptions and contact in person and on the telephone with executive, management, faculty, members of the Governing Board, community and State leaders and the general public. May be required to travel to the centers in Vacaville and Vallejo or other locations to attend meetings and conduct work.

**PHYSICAL DEMANDS:** Typically, must sit for long periods, see clearly to read normal and fine print, speak clearly and distinctly to provide information in person or on the telephone, hear and understand voices over telephone and in person, and regularly lift, carry and/or move objects weighing up to 10 pounds.

**Board Approved 12/20/23**

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

**TO: Members of the Governing Board**

**SUBJECT: CHANGE ORDER #1 TO ARTHULIA, INC. FOR THE  
VALLEJO CAMPUS AUTOTECH SECURITY  
ENHANCEMENT PROJECT**

**REQUESTED ACTION:**

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

**SUMMARY:**

Board Approval is requested for Change Order #1 to Arthulia, Inc., for the Autotech Security Enhancement Project. On October 19, 2022 the Board approved an agreement with Arthulia, Inc. for the Vallejo Campus Autotech Security Enhancement Project.

*CONTINUED ON THE NEXT PAGE*

**STUDENT SUCCESS IMPACT:**

- ☐ Help our students achieve their educational, professional and personal goals  
☐ Basic skills education  
☐ Workforce development and training  
☐ Transfer-level education  
☒ Other: Provide infrastructure that supports classrooms or related College facilities

*Ed. Code: NA Board Policy: NA Estimated Fiscal Impact: -\$35,617.13 Measure Q Funds*

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

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

**PRESENTER'S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

**ADDRESS**

(707) 863-7855

**TELEPHONE NUMBER**

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

**VICE PRESIDENT APPROVAL**

December 8, 2023

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

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

December 20, 2023

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

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

**TO: Members of the Governing Board**

**SUBJECT: CHANGE ORDER #1 TO ARTHULIA, INC. FOR THE  
VALLEJO CAMPUS AUTOTECH SECURITY  
ENHANCEMENT PROJECT**

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**SUMMARY:**

*CONTINUED FROM THE PREVIOUS PAGE*

This project is now complete. There are unused allowance funds now being credited back to the District in the amount of \$35,617.13.

Arthulia, Inc.'s Change Order #1 is the sole and final change order for this project.

The following is a summary of the contract and impact of Change Order #1 if approved:

Original Contract Sum	\$ 682,000.00
Prior Change Orders	\$ 0.00
Proposed Change Order #1	<u>\$ -35,617.13</u>
Proposed New Contract Amount	\$ 646,382.87

The Board is asked to approve Deductive Change Order #1 to Arthulia, Inc. in the amount of \$35,617.13. Contract is extended through April 30, 2024 to allow for DSA Closeout.

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



# Change Order

**Solano Community College District**  
4000 Suisun Valley Road  
Fairfield, CA 94534  
Tel: 707-864-7189 Fax: 707-646-7710

**KITCHELL, CEM**  
4000 Suisun Valley Road, Building 1102  
Fairfield, CA 94534

**Change Order #** 001  
**Project No.:** 23-004  
**Date:** 12/20/2023

**DSA File No.:** 48-C1  
**DSA App. No.:** 02-119982

**Project:** Solano Community College District  
Vallejo Autotech Center  
**Autotech Security Enhancement Project**

**Aedis Architects**  
387 S 1st Street, Suite 300  
San Jose, CA 95113

**To:** Arthulia, Inc.  
PO Box 502  
Millbrae, CA 94030

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## The Contract is Changed as Follows:

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### COR No.

001 Final deductive change order for unused allowance funds

(\$35,617.13)

**TOTAL COST OF CHANGE ORDER**

**ADD** (\$35,617.13)  
**DEDUCT**

**FINAL CHANGE ORDER AMOUNT**

**(\$35,617.13)**

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Original Contract Sum:	\$	682,000.00
Total change By Previous Change Orders:	\$	-
Contract Sum Prior to This Change Order:	\$	682,000.00
Original Contract Sum will be Increased by This Change Order:		(\$35,617.13)
<b>The New Contract Sum Including This Change Order Will Be:</b>	<b>\$</b>	<b>646,382.87</b>
<b>The New Contract Completion Date Will Be:</b>		<b>30-Apr-24</b>
Contract Time Will be Changed by This Change Order:		427 Days
The Current Contract Completion Date is:		28-Feb-23

(signatures on the following page)

The undersigned Contractor approved the foregoing as to the changes, if any, to the Contract Price specified for each item, and as to the extension of time allowed, if any, for completion of the entire work as stated therein, and agrees to furnish all labor, materials and services and perform all work necessary to complete any additional work specified for the consideration stated therein. Submission of sums which have no basis in fact or which Contractor knows are false are at the sole risk of Contractor and may be a violation of the False Claims Act set forth under Government Code section 12650 et seq.

This change order is subject to approval by the governing board of this District and must be signed by the District. Until such time as this change order is approved by the District's governing board and executed by a duly authorized District representative, this change order is not effective and not binding.

It is expressly understood that the compensation and time, if any, granted herein represent a full accord and satisfaction for any and all time and cost impacts of the items herein, and Contractor waives any and all further compensation or time extension based on the items herein. The value of the extra work or changes expressly includes any and all of the Contractor's costs and expenses, and its subcontractors, both direct and indirect, resulting from additional time required on the project or resulting from delay to the project including without limitation, cumulative impacts. Any costs, expenses, damages or time extensions not included are deemed waived.

**PROJECT  
MANAGER**

\_\_\_\_\_  
Kristoffer Bridges  
Kitchell, CEM  
4000 Suisun Valley Road  
Fairfield, CA 94534

Date: \_\_\_\_\_

**ARCHITECT**

\_\_\_\_\_  
Pascal Najem  
Aedis Architects  
387 S 1st Street, Suite 300  
San Jose, CA 95113

Date: \_\_\_\_\_

**DSA PROJECT  
INSPECTOR**

\_\_\_\_\_  
Don Dumford/Jim Girard  
Optima Inspections Inc.  
622 Paradise Court  
Fairfield, CA 94533

Date: \_\_\_\_\_

**CONTRACTOR**

\_\_\_\_\_  
Arthur Wong  
Arthulia, Inc.  
PO Box 502  
Millbrae, CA 94030

Date: \_\_\_\_\_

**OWNER**

\_\_\_\_\_  
Lucky Lofton  
V.P., Facilities and Executive Bonds Manager  
Solano Community College District

Date: \_\_\_\_\_



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

**TO: Members of the Governing Board**

**SUBJECT: CONTRACT AWARD TO OPTIMA INSPECTIONS, INC.  
FOR PROJECT INSPECTION SERVICES FOR THE  
FAIRFIELD CAMPUS B1400 AV MODERNIZATION  
PROJECT**

**REQUESTED ACTION:**

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

**SUMMARY:**

Board approval is requested to award a professional services contract to Optima Inspections, Inc. for Division of State Architect (DSA) Project Inspection Services for the B1400 AV Modernization Project on the Fairfield Campus. The scope of work includes providing onsite inspections of all construction and all administrative documentation as required by DSA.

*CONTINUED ON THE NEXT PAGE*

**STUDENT SUCCESS IMPACT:**

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

*Ed. Code: NA Board Policy: NA Estimated Fiscal Impact: \$1,800 Measure Q Funds*

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

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

**PRESENTER'S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

**ADDRESS**

(707) 863-7260

**TELEPHONE NUMBER**

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

**VICE PRESIDENT APPROVAL**

December 8, 2023

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

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

December 20, 2023

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

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

**TO: Members of the Governing Board**

**SUBJECT: CONTRACT AWARD TO OPTIMA INSPECTIONS, INC.  
FOR PROJECT INSPECTION SERVICES FOR THE  
FAIRFIELD CAMPUS B1400 AV MODERNIZATION  
PROJECT**

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**SUMMARY:**

*CONTINUED FROM THE PREVIOUS PAGE*

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

The Board is asked to approve a professional services contract for Optima Inspections, Inc. in the amount not to exceed \$1,800.

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

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

**TO: Members of the Governing Board**

**SUBJECT: CONTRACT AWARD TO CONTI, LLC FOR  
CONSTRUCTION SERVICES FOR FAIRFIELD CAMPUS  
B1400 AV MODERNIZATION PROJECT**

**REQUESTED ACTION:**

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

**SUMMARY:**

Board approval is requested for the award of a contract to Conti, LLC for the Fairfield Campus B1400 AV Modernization Project. This project consists of demolition and replacement of the existing speaker line up in the Cafeteria for a zoned line array system, upgrades to the existing AV Rack, and installation of two new articulating projection screens.

*CONTINUED ON THE NEXT PAGE*

**STUDENT SUCCESS IMPACT:**

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

*Ed. Code: NA Board Policy: NA Estimated Fiscal Impact: \$192,863 Measure Q Funds*

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

Lucky Lofton  
VP, Facilities & Executive Bonds Manager

**PRESENTER'S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

**ADDRESS**

(707) 863-7260

**TELEPHONE NUMBER**

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

**VICE PRESIDENT APPROVAL**

December 6, 2023

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

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

December 20, 2023

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

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

**TO: Members of the Governing Board**

**SUBJECT: CONTRACT AWARD TO CONTI, LLC FOR  
CONSTRUCTION SERVICES FOR FAIRFIELD CAMPUS  
B1400 AV MODERNIZATION PROJECT**

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**SUMMARY:**

*CONTINUED FROM THE PREVIOUS PAGE*

Sealed bids were due on December 7, 2023, and a live stream bid opening was conducted. The District received a total of Two (2) responsive bids.

<b><u>Contractor</u></b>	<b><u>Base Bid</u></b>	<b><u>Total Bid</u></b>
Conti, LLC	\$175,330	\$192,863
Arthulia, Inc.	\$510,000	\$561,000

\* Total Bid Amount includes a 10% Owners Allowance.

This procurement effort was held over a 7-week period advertising in local papers and trade journals. Upon completion of the Mandatory Pre-Bid Meeting conducted on November 2, 2023, 7 firms were documented as active potential bidders. On the date of Bid opening, Two (2) qualified firms were responsive. It was determined that Conti, LLC submitted the lowest responsible and responsive Base Bid. The submission is within the overall budget threshold of the project, and it is recommended that the Board award a contract to Conti, LLC for the Total Bid Amount of \$192,863

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

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

**TO: Members of the Governing Board**

**SUBJECT: CONTRACT AWARD TO HMR ARCHITECTS, INC. FOR  
THE BUILDING 1900 PARKING LOT AND STORAGE  
BUILDING PROJECT**

**REQUESTED ACTION:**

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

**SUMMARY:**

Board approval is requested for the award of a professional services agreement to HMR Architects, Inc. for Architectural and Engineering Services for the Building 1900 Parking Lot and Storage Building Project. This project consists of the installation of a new pre-engineered/manufactured metal storage building and removal/replacement of the asphalt surface at the District's Facilities Yard (Parking Lot H).

*CONTINUED ON THE NEXT PAGE*

**STUDENT SUCCESS IMPACT:**

- ☐ Help our students achieve their educational, professional and personal goals  
☐ Basic skills education  
☐ Workforce development and training  
☐ Transfer-level education  
☒ Other: Update infrastructure that supports classrooms or related College facilities

*Ed. Code: N/A Board Policy: N/A Estimated Fiscal Impact: \$280,600 Measure Q Funds*

**SUPERINTENDENT'S RECOMMENDATION:**

☒ APPROVAL ☐ DISAPPROVAL  
☐ NOT REQUIRED ☐ TABLE

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

**PRESENTER'S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

**ADDRESS**

(707) 863-7855

**TELEPHONE NUMBER**

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

**VICE PRESIDENT APPROVAL**

December 8, 2023

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

**Dr. Celia Esposito-Noy**  
Superintendent-President

December 20, 2023

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

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

**TO: Members of the Governing Board**

**SUBJECT: CONTRACT AWARD TO HMR ARCHITECTS, INC. FOR  
THE BUILDING 1900 PARKING LOT AND STORAGE  
BUILDING PROJECT**

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**SUMMARY:**

*CONTINUED FROM THE PREVIOUS PAGE*

The Consultant's scope of services includes completion of the Design Documents, coordination with the Pre-Engineered/Manufactured Building Vendor, Bidding Phase assistance, Construction Administration, and DSA (Division of the State Architect) Certification.

An RFP (Request for Proposals) was issued to the District's Architectural Services consultant pool, which was Board approved at the April 17, 2019 Board Meeting. One (1) proposal was received. The proposal addressed the requirements of the RFP, and pricing is comparable to that of previous projects.

HMR Architects is recommended for award of this contract for the Building 1900 Parking Lot and Storage Building Project.

The Board is asked to approve a professional services contract with HMR Architects, Inc. in the amount not to exceed \$280,600.

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

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

**TO: Members of the Governing Board**

**SUBJECT: CONTRACT AMENDMENT #2 TO OPTIMA  
INSPECTIONS, INC. FOR ADDITIONAL PROJECT  
INSPECTION SERVICES FOR THE EARLY LEARNING  
CENTER PROJECT**

**REQUESTED ACTION:**

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

**SUMMARY:**

On October 19, 2022 the Board approved a professional services contract to Optima Inspections, Inc. for Division of the State Architect (DSA) Project Inspector Services for the District's Early Learning Center Project. The Board subsequently approved Amendment #1 to this contact on July 19, 2023.

*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: \$10,500 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**

December 8, 2023

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

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

December 20, 2023

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

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

**TO: Members of the Governing Board**

**SUBJECT: CONTRACT AMENDMENT #2 TO OPTIMA  
INSPECTIONS, INC. FOR ADDITIONAL PROJECT  
INSPECTION SERVICES FOR THE EARLY LEARNING  
CENTER PROJECT**

---

**SUMMARY:**

*CONTINUED FROM THE PREVIOUS PAGE*

Board approval is now requested for Amendment #2 to increase the professional services fee and to extend the duration of the Agreement with Optima Inspections, Inc. for additional inspection services needed for the completion of the project.

Unforeseen delays have increased the project schedule and have required additional inspections in order to keep the project moving forward. This additional scope of work is beyond the original scope of the Consultant.

Agreement Summary:

\$ 20,000.00	Original Contract Amount
\$ 8,000.00	Approved Amendment #1
<u>\$ 10,500.00</u>	<i>Proposed Amendment #2</i>
\$ 38,500.00	<i>Proposed New Contract Amount</i>

The Board is asked to approve this contract Amendment #2 to Optima Inspections, Inc. in an amount not to exceed \$10,500.00.

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



SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: CONTRACT AMENDMENT #1 TO HMR ARCHITECTS,  
INC. FOR ADDITIONAL PROFESSIONAL SERVICES FOR  
THE B1400 MODERNIZATION PROJECT (PHASE 1)

**REQUESTED ACTION:**

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

**SUMMARY:**

On October 18, 2023 the Board approved a professional services contract to HMR Architects, Inc. to provide Architectural/Engineering services for the B1400 Modernization Project Phase 1 Project on the Fairfield Campus. Board approval is now requested for Amendment #1 to expand the scope of services to include electrical design for the lockdown hardware and replacement of door operators for the exterior entrances.

*CONTINUED ON THE NEXT PAGE*

**STUDENT SUCCESS IMPACT:**

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

*Ed. Code: N/A Board Policy: N/A Estimated Fiscal Impact: \$18,300 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**

December 8, 2023

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

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

December 20, 2023

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

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

**TO: Members of the Governing Board**

**SUBJECT: CONTRACT AMENDMENT #1 TO HMR ARCHITECTS,  
INC. FOR ADDITIONAL PROFESSIONAL SERVICES FOR  
THE B1400 MODERNIZATION PROJECT (PHASE 1)**

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**SUMMARY:**

*CONTINUED FROM THE PREVIOUS PAGE*

During schematic level design and preliminary user meetings, it was determined that facility access could be enhanced by moving to an electrified building access system at the doors being replaced. The additional services will produce concurrent hardware drawings and specifications for incorporation into the Construction Documents. The added services are a fixed fee.

\$ 86,300.00	Current Contract Amount
<u>\$ 18,300.00</u>	<i>Proposed Amendment #1</i>
\$ 104,600.00	<i>New Contract Amount</i>

The Board is asked to approve this contract Amendment #1 to HMR Architects, Inc. in the amount of \$18,300.00.

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

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

**TO: Members of the Governing Board**

**SUBJECT: APPROVAL OF CONTRACT CHANGE ORDER #1 TO  
ARNTZ BUILDERS, INC. FOR THE VACAVILLE CAMPUS  
ANNEX HVAC & ROOF REPLACEMENT PROJECT**

**REQUESTED ACTION:**

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

**SUMMARY:**

Board approval is requested for Change Order #1 to the Contract with Arntz Builders, Inc., the general contractor for the Vacaville Campus Annex HVAC & Roof Replacement Project. On September 7, 2022 the Board approved a contract with Arntz Builders, Inc. for the above-mentioned project.

*CONTINUED ON THE NEXT PAGE*

**STUDENT SUCCESS IMPACT:**

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

*Ed. Code: N/A Board Policy: N/A Estimated Fiscal Impact: \$0.00*

**SUPERINTENDENT'S RECOMMENDATION:**

☒ APPROVAL ☐ DISAPPROVAL  
☐ NOT REQUIRED ☐ TABLE

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

**PRESENTER'S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

**ADDRESS**

(707) 863-7855

**TELEPHONE NUMBER**

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

**VICE PRESIDENT APPROVAL**

December 8, 2023

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

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

December 20, 2023

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

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

**TO: Members of the Governing Board**

**SUBJECT: APPROVAL OF CONTRACT CHANGE ORDER #1 TO  
ARNTZ BUILDERS, INC. FOR THE VACAVILLE CAMPUS  
ANNEX HVAC & ROOF REPLACEMENT PROJECT**

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**SUMMARY:**

*CONTINUED FROM THE PREVIOUS PAGE*

During the process of construction, Arntz Builders, Inc.'s original construction duration was severely impacted by extended material lead times related to custom fabricated Roof Top Units. As a result, planned construction was pushed beyond the original contract term. This Change Order is for a time extension only with no additional costs incurred.

Following is a summary of the Contract:

\$ 2,107,771	Original Contract Amount
<u>    \$ 0    </u>	Proposed Change Order #1
\$ 2,107,771	New Contract Amount, including this Change Order #1

The Board is asked to approve this Change Order #1 to Arntz Builders, Inc. with a revised project completion date of May 31, 2024. There is no increase to contract value.

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

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

**TO: Members of the Governing Board**

**SUBJECT: CLINICAL EXPERIENCE AGREEMENT RENEWAL FOR  
ASSOCIATE DEGREE NURSING PROGRAM WITH  
GEORGE MARK CHILDREN'S HOUSE, SAN LEANDRO,  
CA**

**REQUESTED ACTION:**

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

**SUMMARY:**

This agreement renewal with George Mark Children's House benefits Solano Community College Registered Nursing Program students by providing them with a Pediatric experience in palliative care in which to train. A copy of the Agreement will be available in the Office of the Superintendent-President, in the Office of the Dean of the School of Health Sciences, and in the offices of George Mark Children's House. The term of this agreement is 3 years.

**STUDENT SUCCESS IMPACT:**

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

<i>Ed. Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact: None</i>
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**SUPERINTENDENT'S RECOMMENDATION:**

☒ APPROVAL ☐ DISAPPROVAL  
☐ NOT REQUIRED ☐ TABLE

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

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

**ADDRESS**

707 864-7117

**TELEPHONE NUMBER**

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

**VICE PRESIDENT APPROVAL**

December 11, 2023

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

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

December 20, 2023

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

## CLINICAL EXPERIENCE AGREEMENT

This Renewal Agreement is between **George Mark Children's House** (hereinafter known as Health Center) located at **2121 George Mark Lane, San Leandro, Ca 94578**, and **Solano Community College** (hereinafter known as *SCHOOL*) and located at **4000 Suisun Valley Road, Fairfield, California 94534-3197** and is effective as of October 13, 2023.

### RECITALS

- A. *HEALTH CENTER* owns and operates an assisted living and skilled nursing care facility (hereinafter referred to as "Facility").
- B. *SCHOOL* owns and operates an **Associate Degree Nursing Program (ADN)** which is accredited by the **California Board of Registered Nursing**. *SCHOOL* desires its students to obtain practical experience at *HEALTH CENTER's* Facility through participation in a clinical program for its **Registered Nursing** students ("Program").
- C. It is to the mutual benefit of the parties to this Agreement that the students of *SCHOOL's Program* use such Facility for their clinical experience.

Now, therefore, the parties agree as follows:

### 1. GENERAL INFORMATION

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

## 2. SCHOOL'S RESPONSIBILITIES

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

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

### **3. HEALTH CENTER'S RESPONSIBILITIES**

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



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

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

#### **4. AFFIRMATIVE ACTION AND NON-DISCRIMINATION**

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

#### **5. STATUS OF SCHOOL AND HEALTH CENTER**

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

## **6. INDEMNIFICATION**

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

## **7. INSURANCE**

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

## 8. TERM AND TERMINATION

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

## 9. GENERAL PROVISIONS

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

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

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

1. Notice to the *HEALTH CENTER*:

Salina Patel  
Director of Nursing and Compliance Manager.  
George Mark Children's House  
2121 George Mark Lane  
San Leandro, Ca 94578

Telephone: (510) 346-1260  
Fax: (510) 901-7593  
Spatel@georgemark.org

2. Notice to the *SCHOOL*

David Williams Ph.D.  
Vice President, Academic Affairs  
Solano Community College  
4000 Suisun Valley Road, Room 805A  
Fairfield, CA 94534

Telephone: (707) 864-7117  
FAX: (707) 646-2062  
David.Williams@solano.edu

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

## 10. EXECUTION

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

**HEALTH CENTER**

**SCHOOL**

**George Mark Children’s House**

**Solano Community College**

By: **SalinaPatel**  
Salina Patel

By: \_\_\_\_\_  
David Williams, Ph.D.

Title: \_\_\_\_\_  
Director of Nursing and Compliance  
Manager  
Date: 10/19/2023

Title: Vice President, Academic Affairs  
  
Date: \_\_\_\_\_

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

**TO: Members of the Governing Board**

**SUBJECT: REINSTATEMENT OF JOINT USE AGREEMENT  
BETWEEN CITY OF FAIRFIELD AND SOLANO  
COMMUNITY COLLEGE**

**REQUESTED ACTION:**

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

**SUMMARY:**

The City of Fairfield and Solano Community College desire to continue joint use of SCC's Studio and Studio Facilities to operate and maintain public, educational, and governmental television programming (PEG Access). Joint occupancy will support our educational programs and activities and will not interfere with our educational programs and classes. The original Joint Use Agreement was signed November 21, 2013 and renewed for an additional 5 years. This reinstatement agreement is also a 5-year term, expiring on December 21, 2028.

**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: Title5, Art. 6, Ch2, Part 49, Div5 §81420 Board Policy: Estimated Fiscal Impact: N/A*

**SUPERINTENDENT'S RECOMMENDATION:**

☒ APPROVAL ☐ DISAPPROVAL  
☐ NOT REQUIRED ☐ TABLE

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

**PRESENTER'S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

**ADDRESS**

707 864-7200

**TELEPHONE NUMBER**

David Williams, Ph.D.  
Academic Affairs

**VICE PRESIDENT APPROVAL**

December 6, 2023

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

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

December 20, 2023

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

**RESTATEMENT OF JOINT USE AGREEMENT BETWEEN  
THE CITY OF FAIRFIELD AND SOLANO COMMUNITY COLLEGE**

This Restatement of the Joint Use Agreement (the “Restatement Agreement”) is made and entered into as of December 21, 2023, by and between the City of Fairfield (the “City”), a municipal corporation, and Solano Community College (the “College”), a California community college district. As used herein City and College may each be referred to individually as a “Party” and collectively as “Parties.”

**Recitals**

A. **WHEREAS**, the College owns a building located at 4000 Suisun Valley Rd, Fairfield, CA 94534 (the “Site”) at which location the College operates a video studio and related facilities in TV Room 121 (the “Studio”); and

B. **WHEREAS**, the City and the College are parties to a certain Joint Use Agreement between the City of Fairfield and Solano Community College (“Original Agreement”), dated November 21, 2013, which provides for the joint use of the Studio; and

C. **WHEREAS**, the term of the Original Agreement expired on November 21, 2018, with an option for the City to renew for an additional 5 years. The City and College extended the Original Agreement for an additional five years in December of 2018 (“Renewal Agreement”) to continue to jointly use the Studio and the related equipment (collectively, the “Studio Facilities”) to operate and maintain public, educational, and governmental television programming (PEG Access). The Renewal Agreement provided that the term of use of the Studio Facilities could be extended for an additional 5-year term; and

D. **WHEREAS**, on January 17, 2019, the Parties entered into the First Amendment to the Renewal Agreement to update the terms of the Original Agreement; and

E. **WHEREAS** the City and the College desire to continue joint use of the Studio and Studio Facilities to operate and maintain PEG Access and wish to supplant the Original Agreement with this Restatement Agreement; and

F. **WHEREAS**, the College is authorized pursuant to Article 6 of Chapter 2 of Part 49 of Division 5 of Title 5 of the California Education Code (commencing with Section 81420), to enter into an agreement with a city for the joint occupancy and use of a building following a determination that such joint occupancy and use of the building will not interfere with the educational program or activities of any school or class conducted upon the real property or in any such building; and

G. **WHEREAS**, the College finds that the joint use of the Studio Facilities to operate and maintain PEG Access will support the College’s educational programs and activities and will not interfere with the educational program or activities of the College or any class conducted at the Site; and



H. **WHEREAS**, Education Code section 81430 authorizes a community college district to sell, exchange, grant or quitclaim all or any of its interest in, or may *lease* for a term not exceeding 99 years, to the federal government or its agencies, to the state, or to any county, city and county, city or special district, or to any other school district, any real property belonging to the school district which is not or will not at the time of delivery of title or possession be needed for school classroom buildings by the district owing it, without complying with the property disposition provisions of the Education Code and upon a unanimous vote of the district's governing board.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

Section 1. Term.

A. The term of this Restatement Agreement shall commence on the date of this Agreement and end on December 21, 2028, unless terminated earlier, as provided for in this Agreement.

B. Subject to approval by the College, the City shall have the option to renew the Agreement for an additional term of five years following expiration of the Term. To exercise this option to renew, the City must give the College written notice at least 30 days before the expiration of the Term.

Section 2. Joint Use.

A. Subject to the terms and conditions of this Agreement, the College hereby agrees to permit the City to use the Studio Facilities between the hours of 8:00 AM and 5:00 PM, depending upon the College's teaching schedule, Monday through Friday, and during such other times with arrangement between the City and the College. Notwithstanding the preceding sentence, the City shall have access at all times to the head-end in the Studio Facilities.

B. The College shall make use of the Studio Facilities at all times that the City is not using the Studio Facilities as provided in paragraph A of this section. The College intends to use the Studio Facilities to provide student instruction but agrees that the city equipment will not be used by faculty or staff for other than instructional and production purposes.

C. In consideration for the City's use of the Studio Facilities, the City shall continue to maintain and/or replace outdated equipment identified in Exhibit A (the "City Equipment"). Title to the City Equipment in the Studio Facility shall be held solely by the City. All of the City's Equipment shall remain the personal property of the City and shall not be treated as real property or become a part of the Studio Facilities. Any renovations or modifications to the Studio Facilities proposed by the City shall require the express written approval of the College.

D. The College shall not permit any person to use the City Equipment in the Studio Facilities unless the person has been properly trained to use such equipment. Enrollment in, or completion of, one of the following courses, or an equivalent course approved by the Vice-President of Academic Affairs or his/her designate, shall satisfy this condition:

FTV 055 Beginning Television Production

FTV 056 Advanced Television Production

COMM 075 Sports Broadcasting

COMM 075B Sports Broadcasting

FTV 015 Beginning Film Production

FTV 016 Advanced Film Production

E. The College retains the right to modify the Studio Facilities, excluding the City Equipment, the building that the Studio is contained within, and any other portion of the facility with written notification to the City. The College agrees not to begin construction until the City's Equipment is either removed or protected from damage as a result of such modification.

### Section 3. Maintenance and Operations.

A. The College shall be responsible for providing and bearing the cost of all utilities, including gas, electricity, water, sewer, telecommunications, internet connectivity, data communication, and janitorial and security services.

B. The College and the City shall keep the Studio Facilities in good operating condition. The City shall be responsible for regular maintenance, replacement, and repair of the City Equipment, up to and including all cabling and other infrastructure (up to the connection point) required to run the Equipment. The College shall be responsible for regular maintenance and repair of the Studio Facilities, excluding the City Equipment as defined herein.

C. All cables, microphones, camera equipment and other television programming equipment shall be safely stored by the users of the equipment.

D. The Party responsible for any damage or destruction to, or loss of, any portion of the Studio Facilities shall be obligated to repair or replace such portion of the damaged, destroyed, or lost Studio Facilities; provided, however, that with respect to the City Equipment, the City shall have sole discretion to determine the appropriate means of repair or replacement. Notwithstanding any provision to the contrary, in the event that the College is responsible for any damage or destruction to, or loss of any portion of the Studio Facilities and fails to repair or replace such damaged, destroyed or lost Studio Facilities within six months of the occurrence of the damage, destruction or loss, the City shall have the right to terminate this Agreement upon 30 days written notice to the College and waives any and all rights to further compensation and damage claims..

Section 4. PEG Access. In further consideration for the City's use of the Studio Facilities, the City shall allow the College to continue to use one PEG Access channel, Channel 28, for noncommercial educational programming.

Section 5. Headend. The City shall be responsible for the regular purchase, replacement, maintenance, and repair of the headend.

Section 6. Independent Contractor Status. This Agreement is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

Section 7. Indemnification.

A. To the fullest extent permitted by California law, the College shall indemnify, defend, and hold harmless the City, its directors, officers, agents, employees and volunteers from and against any and all claims, suits, actions, causes of action, losses, damages, or liabilities of any kind, nature or description, including payment of litigation costs and attorneys' fees, brought by any person or persons for or on account of any loss, damage or injury to person, property or any other interest, tangible or intangible, sustained by or accruing to any person or persons, directly or indirectly arising or resulting from any alleged acts or omissions of the College, its directors, officers, employees, agents, subcontractors or volunteers in the performance of this Agreement.

B. The College shall indemnify and hold harmless the City, its directors, officers, agents, employees and volunteers from and against any and all claims or other injury, including costs of litigation and attorneys' fees, arising from or in connection with claims or loss or damage to person or property arising out of the failure to comply with any applicable laws, rules, regulations or other requirements of local, state or federal authorities, for claims of libel, slander, invasions of privacy, or infringement of common law or statutory copyright, for breach of contract or other injury or damage in law or at equity which, directly or indirectly, result from the College's performance of this Agreement..

C. To the fullest extent permitted by California law, the City shall indemnify, defend, and hold harmless the College, its directors, officers, agents, employees and volunteers from and against any and all claims, suits, actions, causes of action, losses, damages, or liabilities of any kind, nature or description, including payment of litigation costs and attorneys' fees, brought by any person or persons for or on account of any loss, damage or injury to person, property or any other interest, tangible or intangible, sustained by or accruing to any person or persons, directly or indirectly arising or resulting from any alleged acts or omissions of the City, its directors, officers, employees, agents, subcontractors or volunteers in the performance of this Agreement.

Section 8. Insurance. The College and the City shall maintain in full force and effect at all times during the term of this Agreement insurance as required by this Section.

A. Comprehensive Liability Insurance. Comprehensive liability insurance, including protective, completed operations and broad form contractual liability, property damage and personal injury coverage, and comprehensive automobile liability including owned, hired, and non-owned automobile coverage. The limits of such coverage shall be at a minimum: (1) bodily injury including death, \$1,000,000 for each person and each occurrence and \$2,000,000 in the aggregate; and (2) property damage, \$1,000,000 for each occurrence and \$2,000,000 in the aggregate. Any deductible or self-insured retention exceeding \$25,000 shall be declared to and approved by the other Party.

B. Equipment Insurance. Insurance on all equipment and facilities, including fixtures, funded in whole or in part under this Agreement to full replacement cost. The insurance shall include, at a minimum, insurance against loss or damage beyond the user's control, theft, fire or natural catastrophe and will be paid to the Party that replaces the equipment. The City shall maintain the insurance required by this paragraph for the City Equipment. The College shall maintain the insurance required by this paragraph for all equipment that comprises the Studio Facilities but excluding the City Equipment.

C. Workers' Compensation and Employer's Liability. The minimum limit of Workers' Compensation Insurance shall comply with the limits required by California law. The limit of Employer's Liability coverage shall be \$1,000,000.

D. Property Insurance. The College shall maintain insurance against loss or damage to any part of the Site against all perils included within the classification of fire, extended coverage, vandalism, and malicious mischief. Said fire and extended coverage insurance shall, as nearly as practicable, cover loss or damage by explosion, windstorm, riot, aircraft, vehicle damage, smoke, sprinkler damage, boiler explosion and such other hazards as are normally covered by such insurance. Such insurance shall be in an amount equal to 90 percent of the replacement cost of the Site and all improvements thereon. Such insurance may be maintained as part of or in conjunction with any other fire and extended coverage insurance carried or required to be carried by the College. The insurance policy required under this Paragraph D. may include a deductible in an amount not exceeding \$50,000 expressed in 2013 dollars, to be adjusted annually for the rate of inflation, as measured by the Consumer Price Index for the State, as maintained by the Bureau of Labor Statistics, United States Department of Labor.

E. Each Party as Co-Insured or Additional Insured. Each Party shall be named as co-insured or additional insured on all aforementioned insurance policies of the insured Party. The policies shall provide that the insurance company or the insured Party may affect no cancellation, major change in coverage or expiration without first giving the other Party thirty (30) days written notice prior to the effective date of such cancellation or change in coverage.

F. Commencement of Coverage. On or before commencement of the use of the Studio, each Party shall obtain and file with the other Party proof of insurance coverage as follows: (1) Comprehensive Liability and Workers' Compensation; and (2) equipment insurance. All required insurance coverage shall be maintained by the Parties at all times in accordance with

the requirements of this Agreement. Insurance shall not be canceled or reduced without thirty (30) days' written notice to the other Party.

Section 9. Termination.

A. The College or the City may terminate this Agreement immediately for cause upon [60] days written notice for material breach of any provision of this Agreement, including, but not limited to, interference with the educational program or activities of the College or failure to comply with all applicable laws, ordinances, rules, and regulations. The breaching Party shall have [30] days from receipt of the notice to correct such breach; provided, however, that if the nature of the breach is such that more than [30] days are reasonably required for its cure, then the breaching party shall have sufficient time to cure the breach if it has commenced, and is diligently prosecuting, such cure.

B. The College or the City may terminate this Agreement at any time, for any reason, by providing written notice at least 120 days in advance of the effective date of the termination.

C. Upon termination of this Agreement, the City shall have ninety (90) days to remove City Equipment from the Studio Facilities at its sole expense. The City shall repair any damage to the Studio, caused by said removal and restore the Studio to good condition, less ordinary wear and tear. In the event that the City fails to timely remove the City Equipment, the College, upon fifteen (15) days written notice, may either (1) accept ownership of the City Equipment with no cost to the College, or (2) remove the City Equipment at the City's sole cost. In the event that the College chooses to accept ownership of the City Equipment, the City shall execute any necessary documents to effectuate the change in ownership of the City Equipment to the College. In the event that the College removes the City Equipment, the City shall pay all invoices for the removal of the City Equipment within thirty (30) days of receipt of such invoices.

D. Section 11 of this Agreement shall not apply to the exercise of the parties' rights to terminate this Agreement under this Section.

Section 10. Notices. All notices and other communications to be given by either Party must be in writing and may be effective by personal delivery, overnight courier, or first class or certified mail, return receipt request and addressed to the appropriate Party as follows:

To the City:

City of Fairfield  
1000 Webster Street  
Fairfield, CA 94533  
Attention: City Manager

To the College:

Solano Community College

David Williams, Ph.D., Vice President of Academic Affairs  
4000 Suisun Valley Road  
Fairfield, CA 94534

Notice shall be deemed received on the date personally delivered or, if mailed, three days after deposit in the mail. Notice provided by overnight delivery shall be deemed received on the next business day after delivery by the overnight delivery service. A Party may change its address by written notice to the other Party at any time.

Section 11. Dispute Resolution. It is the intent of the parties to provide an efficient, effective, and inexpensive method to resolve any disputes concerning the interpretation or performance of this Agreement ("Disputes") when Disputes cannot be informally resolved. Within three (3) days after written notice to the other Party of a dispute (the "Notice of Dispute"), each Party shall designate one or more persons to meet with the designated representatives of the other party to consult and negotiate with each other in good faith a just and equitable solution satisfactory to both parties. If within fifteen (15) business days after delivery of the Notice of Dispute, the dispute cannot be settled through negotiation, the parties shall attempt in good faith to settle the dispute by mediation. The mediation shall be conducted in the manner mutually agreed upon by the parties and if no such agreement is reached within thirty (30) days after the Notice of Dispute, the mediation shall be administered by the American Arbitration Association under its Mediation Rules in effect on the date of the Notice of Dispute. If, within ninety (90) days after the Notice of Dispute the parties do not reach a mutually satisfactory resolution of the Dispute, the parties may pursue whatever legal remedies are available to them under the law.

Section 12. Subcontract and Assignment. Neither the City nor the College shall assign its rights, duties, or privileges under this Agreement, nor shall the City or College subcontract or attempt to confer any of its rights, duties, or privileges under this Agreement on any third Party without the written consent of the other Party. Any such attempt without the other Party's written consent shall be void.

Section 13. Time. Time is of the essence in this Agreement and for the performance of this Agreement.

Section 14. Applicable Law. This agreement shall be interpreted and enforced under the laws of the State of California.

Section 15. Attorneys' Fees. If any legal action is commenced between the parties to this Agreement, each Party shall bear its own costs of suit, including attorney's fees.

Section 16. Severability. If any term, provision, covenant, or condition of this Agreement shall be determined to be invalid, void, or unenforceable by a court of competent jurisdiction, the

remainder of this Agreement shall not be affected to the extent the remaining provisions are not rendered impractical to perform taking into consideration the purposes of this Agreement.

Section 17. Waiver. The waiver by either Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

Section 18. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successor, and assigns.

Section 19. Captions. The captions contained in this Agreement are for convenience only and shall not in any way affect the meaning or interpretation hereof or serve as evidence of the interpretation hereof, or of the intention of the Parties hereto.

Section 20. Entire Agreement. This Agreement is the entire agreement of the parties and supersedes all prior negotiations and agreements whether written or oral. This Agreement may be amended only by written agreement and no purported oral amendment to this Agreement shall be valid.

Section 21. Incorporation of Recitals and Exhibits. The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

Section 22. Counterparts. This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

CITY OF FAIRFIELD

SOLANO COMMUNITY COLLEGE

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CITY MANAGER

SUPERINTENDENT-PRESIDENT

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DATE

DATE



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

**TO: Members of the Governing Board**

**SUBJECT: AGREEMENT WITH VERIFIED CREDENTIALS, LLC  
FOR BACKGROUND SCREENING**

**REQUESTED ACTION:**

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

**SUMMARY:**

Verified Credentials is a leading provider of background checks and verification services for the healthcare industry. SCC wishes to use Verified Credentials as an electronic receptacle to house nursing program students' background check and medical documentation necessary for them to access clinical sites. This will assist us in meeting the requirement of clinical sites and the Board of Registered Nursing that we have this information available at all times to provide to them upon request. The estimated cost is \$92.50 per student.

**STUDENT SUCCESS IMPACT:**

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

<i>Ed. Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact: \$8880</i>
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**SUPERINTENDENT'S RECOMMENDATION:**

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

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

**PRESENTER'S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

**ADDRESS**

707 864-7200

**TELEPHONE NUMBER**

David Williams, Ph.D.  
Academic Affairs

**VICE PRESIDENT APPROVAL**

December 8, 2023

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

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

December 20, 2023

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**



Background screening proposal for

# Solano Community College

November 22, 2023

Verified Credentials, LLC  
www.verifiedcredentials.com  
800.473.4934

Kevin Chant  
952.985.2383  
kchant@verifiedcredentials.com



## Confidential information

The contents of this packet are private and confidential. All materials disclosed and provided by Verified Credentials, LLC for review by the intended recipients only.

## Super responsive live support!

Email  
response  
within 1 hour



Phone calls  
answered in  
3 rings



Chat with a  
live person in  
5 seconds



These are averages only, not service level guarantees

**"I've never worked with a provider who lives and breathes customer service the way Verified Credentials does."**

Barbara,  
A regional technical  
college system



**100% U.S.  
based service**

## Triple-tiered support team



Client  
services

Day-to-day  
support



Account  
manager

Dedicated point  
of contact



Business  
solutions

Setup & special  
service requests



**Experienced  
employees**



## Intuitive interface

Easily access your  
account from any device  
at any time.



## One complete solution

Requirement management,  
document review, and background  
checks all in one!



## Alerts & reminders

Notifications sent via text or  
email so you and students  
stay on track



## Industry accreditation

Founding member of the  
PBSA and PBSA accredited.



## Extensive experience

Trusted by thousands of  
organizations across all industries.



**Getting started is easy!**



**Fast, hassle-free setup**

# Pricing

## Pricing notes:

- Prices quoted include third-party and administrative fees to access information and complete background checks. Additional processing fees may apply and are subject to change without notice.
- Pricing Proposal is valid for 30 days.
- The pricing in the proposal is conditioned on the client's acceptance of the Verified Credentials' Professional Solutions User Agreement & Certification, Terms and Conditions and relevant ancillary agreements. Changes to the Agreements and/or Terms and Conditions may result in a reevaluation of the pricing, which may be subject to increase.

<div> <b>Package</b> <div>\$92.50</div> </div> Package pricing includes ALL names and ALL counties		
Searches & verifications	Source	Scope
<b>ID Trace</b> This search reveals current/former residences and aliases. Additional addresses and aliases found may be used to perform other background searches, such as county criminal history checks.  Results returned include: <ul style="list-style-type: none"> <li>• Current/previous addresses</li> </ul> Aliases	Third-party database	N/A
<b>Criminal search – county</b> This search provides criminal information from county courthouses. Results include: number of years searched, case number, charges, disposition, dates, sentencing details, and more.	County court records	7 years (felony & misdemeanor)
<b>National sex offender public registry</b> The search returns sex offender profiles, including up to Level-3 offenders. Results and details available vary by state.	Federal & state sex offenders registries – All 50 individual states	7 Years
<b>FACIS® level 1 – Individual</b> This search identifies any disciplinary actions of individuals and entities in the healthcare field.  We search the Office of the Inspector General (OIG), General Services Administration (GSA), and other federal sources.	Third-party and/or government databases	7 Years
<b>Drug testing – 10-panel</b> 10-panel drug test: <ol style="list-style-type: none"> <li>1. Marijuana (THC, cannabinoids)</li> <li>2. Cocaine</li> <li>3. Amphetamines (includes meth)</li> <li>4. PCP (phencyclidine)</li> <li>5. Opiates/morphine (not synthetic, not oxy)</li> <li>6. Benzodiazepine</li> <li>7. Barbiturates</li> <li>8. Propoxyphene</li> <li>9. Methadone</li> <li>10. Methaqualone</li> </ol>	Contracted collection sites and laboratories	MRO services included for laboratory non-negatives

## Additional solutions & services

Service	Source	Price
<p><b>QualifiedFirst®</b> Students can access and manage their background checks, qualifications, references, and more, all from one secure website, any time with any internet-connected device.</p> <p>Candidate portal for Verified Credentials Scholar®</p>	N/A	No charge
<p><b>Verified Credentials Scholar®</b> The background check management system is your place to order and retrieve background checks and requirements for students. Your online account includes these features:</p> <ul style="list-style-type: none"> <li>• 3 clicks or less to get to the information you need</li> <li>• Review and approve multiple requirements in one step</li> <li>• Create a student watch list to track students of special interest</li> <li>• Access custom administrative reports and export results to Excel</li> <li>• Receive automated alerts for approaching deadlines and expiring requirements</li> </ul>	N/A	No charge
<p><b>New account setup</b> We implement your account and configure your settings. Setup includes unlimited users.</p>	N/A	N/A
<p><b>Processing fee</b> Background checks include a fee applied per order for processing.</p>	N/A	\$7.00

## Signature

By signing this proposal, I acknowledge I have read, understand and accept, on behalf of Solano Community College ("Company"), the pricing and terms outlined above. Company also understands that the information contained in this proposal is confidential and will only disclose it to those within Company who need to know it, provided they agree to keep it confidential and only use it for the purposes of the business relationship between Company and Verified Credentials. Company also agrees not to disclose it to anyone outside of Company or use it for any purpose other than the business relationship between Company and Verified Credentials.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

If you print and sign this proposal, please return the scanned form to:

Email: [kchant@verifiedcredentials.com](mailto:kchant@verifiedcredentials.com)

THANK YOU for your business!

AGENDA ITEM 15.(l)  
MEETING DATE December 20, 2023

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

**TO: Members of the Governing Board**

**SUBJECT: CONTRACT RENEWAL FOR CHILD DEVELOPMENT  
SERVICES – GENERAL CHILDCARE CONTRACT (CCTR)**

**REQUESTED ACTION:**

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

**SUMMARY:** To be considered for continued funding for fiscal year 2024-2025, contractors must submit a continued funding application. The submission of the application indicates the District's intention to automatically renew the General Childcare Contract local agreement for child development services.

**STUDENT SUCCESS IMPACT:**

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

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

Lisa Neeley  
Vice President, Student Services

**PRESENTER'S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

**ADDRESS**

(707) 864-7159

**TELEPHONE NUMBER**

Lisa Neeley, M.F.A.

**VICE PRESIDENT APPROVAL**

November 30, 2023

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

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

December 20, 2023

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

## BOARD RESOLUTION

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This resolution must be adopted in order to certify the approval of the Governing Board to enter into this transaction with the California Department of Social Services for the purpose of providing child care and development services **and to authorize the designated personnel to sign contract documents for Fiscal Year 2023-24.**

### RESOLUTION

BE IT RESOLVED that the Governing Board of \_\_\_\_\_,  
authorizes entering into local agreement with the State of California and that the person/s who is/are listed below, is/are authorized to sign the transaction for the Governing Board.

NAME	TITLE	SIGNATURE
_____	_____	_____
_____	_____	_____
_____	_____	_____

PASSED AND ADOPTED THIS \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by the Governing Board of \_\_\_\_\_ of \_\_\_\_\_ County, California.

I, \_\_\_\_\_, Clerk of the Governing Board of \_\_\_\_\_, of \_\_\_\_\_ County, California, certify that the foregoing is a full, true and correct copy of a resolution adopted by the said Board at a \_\_\_\_\_ meeting thereof held at a regular public place of meeting and the resolution is on file in the office of said Board.

_____	_____
Clerk's Signature	Date



# CONTINUED FUNDING APPLICATION FISCAL YEAR 2024-25

## 1. Introduction

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Contractors who wish to be considered for continued funding for Fiscal Year (FY) 2024-25 must read the accompanying instructions and fully and accurately complete this application for continued funding. Please note that contractors have no vested right to a subsequent contract. Failure to respond to this application by the noted due date shall constitute notice to the Child Care and Development Division (CCDD) of the intent to discontinue services at the end of the current contract year unless the contractor has received a written notice of extension of time from the CCDD. If this application is returned to the CCDD by the due date, but is not fully and accurately completed, continued funding for FY 2024-25, may not be awarded, or funding may be delayed. Completion of this Continued Funding Application (CFA) does not guarantee a renewal of funding. Any contractors who are approved for continued funding will be expected to execute a contract with the California Department of Social Services (CDSS) and comply with all applicable federal and state laws as well as all Funding Terms and Conditions and applicable Program Requirements incorporated into the contract.

If your agency does not intend to continue their contract, please contact your Program Quality and Improvement (PQI) Assigned Consultant. Instructions on how to relinquish your contract can be found on the main [CFA web page](#).

Instructions to complete this application may be accessed on the Child Care and Development [CFA web page](#).

Select Next at the bottom of the screen to begin the application.

## 2. Section I – Contractor Information

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### 1. Legal Name of Contractor

Solano Community College District

### 2. Contractor “Doing Business As” (DBA)

Solano Community College Early Learning Center

### 3. Headquartered County

Solano

### 4. Vendor Number

7055

### 5. Contact Person Completing Application

The Contact Person listed below will be the point of contact for the CDSS if there are any questions regarding this Continued Funding Application.

#### Full Name

Sabrina Drake

#### Title

Director

#### Telephone Number (999-999-9999)

707-864-7183

#### Email Address

sabrina.drake@solano.edu

### 6. Executive Director Information

#### Full Name

Celia Esposito-Noy

**Telephone Number (999-999-9999)**

707-864-7112

**Email Address**

celia.esposito-noy@solano.edu

**7. Program Director Information**

**Full Name**

Sabrina Drake

**Telephone Number (999-999-9999)**

707-864-7183

**Email Address**

sabrina.drake@solano.edu

**8. Legal Business Address**

**Street Address**

4000 Suisun Valley Rd

**City**

Fairfield

**Zip Code**

94534

**9. Mailing Address (if different from above)**

**Street Address**

**City**

**Zip Code**

10. Recipients of Federal funding must be registered and be active in SAM.gov. Please provide your SAM.gov unique ID number. <https://sam.gov/content/home>

W34JTKCAZJ85

**3. Section II – Contract Types**

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**Check all applicable boxes indicating the programs the contractor intends to continue to administer for FY 2024-25. The contractor agrees to continue implementation of these programs with funds provided by the CDSS.**

**11. Center-Based Programs:**

General Child Care and Development (CCTR) – Birth to Age 3

**12. Alternative Payment Programs:**

Not applicable

**13. Other Programs:**

Not applicable

**14. For informational purposes only, please indicate if your agency has one of the following programs:**

Not applicable

**4. Section III – Contractor's Officers and Board of Directors Information**

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15. Does the contractor have a board of directors, board of trustees, board of education, or any other governing board?

Yes

**16. List all officers and board members/governing individuals (i.e., owner, director, etc.)**

*Click "Add Another Officer, Board Member, Owner or Governing Individual" as necessary.*

**First Name**

Denis

**Last Name**

Honeychurch

**Title**

President

**Telephone Number (999-999-9999)**

707-429-3111

**Email Address**

Denis.Honeychurch@solano.edu

**Address**

823 Jefferson St. Suite C Fairfield, CA 94533

**Has this individual ever served as an officer, board member, owner or governing individual with an agency that received state or federal funding and which agency funding was terminated or involuntarily non-renewed, or the agency was debarred from funding for any period of time?**

No

**First Name**

Rosemary

**Last Name**

Thurston

**Title**

Vice President

**Telephone Number (999-999-9999)**

707-643-2450

**Email Address**

rosemary.thurston@solano.edu

**Address**

4000 Suisun Valley Rd. Fairfield, CA 94534

**Has this individual ever served as an officer, board member, owner or governing individual with an agency that received state or federal funding and which agency funding was terminated or involuntarily non-renewed, or the agency was debarred from funding for any period of time?**

No

**First Name**

Karimah

**Last Name**

Karah

**Title**

Trustee

**Telephone Number (999-999-9999)**

415-250-1978

**Email Address**

karimah.karah@solano.edu

**Address**

51 Daniels Ave. Vallejo, CA 94590

**Has this individual ever served as an officer, board member, owner or governing individual with an agency that received state or federal funding and which agency funding was terminated or involuntarily non-renewed, or the agency was debarred from funding for any period of time?**

No

**First Name**

A. Maria

**Last Name**

Young

**Title**

Trustee

**Telephone Number (999-999-9999)**

707-552-6480

**Email Address**

amarie.young@solano.edu

**Address**

4000 Suisun Valley Rd Fairfield, CA 94534

**Has this individual ever served as an officer, board member, owner or governing individual with an agency that received state or federal funding and which agency funding was terminated or involuntarily non-renewed, or the agency was debarred from funding for any period of time?**

No

**First Name**

Quinten R

**Last Name**

Voyce

**Title**

Trustee

**Telephone Number (999-999-9999)**

707-864-7299

**Email Address**

quinten.voyce@solano.edu

**Address**

4000 Suisun Valley Rd Fairfield, CA 94534

**Has this individual ever served as an officer, board member, owner or governing individual with an agency that received state or federal funding and which agency funding was terminated or involuntarily non-renewed, or the agency was debarred from funding for any period of time?**

No

**First Name**

Amber

**Last Name**

Cargo-Reed

**Title**

Trustee

**Telephone Number (999-999-9999)**

707-864-7000

**Email Address**

amber.cargo-reed@solano.edu

**Address**

4000 Suisun Valley Rd Fairfield, CA 94534

**Has this individual ever served as an officer, board member, owner or governing individual with an agency that received state or federal funding and which agency funding was terminated or involuntarily non-renewed, or the agency was debarred from funding for any period of time?**

No

**First Name**

Amanda

**Last Name**

Lopez-Lara

**Title**

Trustee

**Telephone Number (999-999-9999)**

707-864-7000

**Email Address**

amanda.lopez-lara@solano.edu

**Address**

4000 Suisun Valley Rd Fairfield, CA 94534

**Has this individual ever served as an officer, board member, owner or governing individual with an agency that received state or federal funding and which agency funding was terminated or involuntarily non-renewed, or the agency was debarred from funding for any period of time?**

No

**First Name**

Celia

**Last Name**

Esposito-Noy

**Title**

Board Secretary

**Telephone Number (999-999-9999)**

707-864-7112

**Email Address**

celia.esposito-noy@solano.edu

**Address**

4000 Suisun Valley Rd

**Has this individual ever served as an officer, board member, owner or governing individual with an agency that received state or federal funding and which agency funding was terminated or involuntarily non-renewed, or the agency was debarred from funding for any period of time?**

No

**First Name**

Sriya P

**Last Name**

Srinivasan

**Title**

Student Trustee

**Telephone Number (999-999-9999)**

707-864-7000

**Email Address**

strustee@solano.edu

**Address**

4000 Suisun Valley Rd Fairfield CA 94534

**Has this individual ever served as an officer, board member, owner or governing individual with an agency that received state or federal funding and which agency funding was terminated or involuntarily non-renewed, or the agency was debarred from funding for any period of time?**

No

## 5. Section IV – Board Resolution

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**17. Please make one selection:**

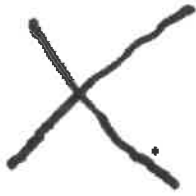
My agency has an existing board approval for this CFA or has an existing agency policy/delegation authority that permits the authorized representative to sign this CFA on behalf of the agency's board.

**This resolution must be adopted in order to certify the approval of the Governing Board to enter into this transaction with the California Department of Social Services for the purpose of providing child care and development services and to authorize the designated personnel to sign contract documents for Fiscal Year 2024-25.**

**RESOLUTION**

**18. BE IT RESOLVED that the Governing Board of Solano Community College District (Vendor #: 7055) authorizes entering into local agreement with the State of California and that the person/s who is/are listed below, is/are authorized to sign the transaction for the Governing Board.**

**Signature of Contractor's Authorized Representative**



Signature of: Celia Esposito-Noy, Ed.D

**Title of Contractor's Authorized Representative**

Superintendent-President

**Date of Signature**

**PASSED AND ADOPTED** by the Governing Board of Solano Community College District of Solano County, California.

**Resolution passed and adopted on:**

12/20/2023

19. I, [Your Name] \_\_\_\_\_, Clerk of the Governing Board of Solano Community College District, of Solano County, California certify that the foregoing is a full, true and correct copy of the resolution adopted by the said Board on [Meeting Date] \_\_\_\_\_ at a regular public place of meeting and the resolution on file in the office of said Board.

**Clerk Signature**

Signature of:

**Meeting Date**

12/20/2023

**Date of Signature**

12/20/2023

**6. Section V – Subcontractor Certification**

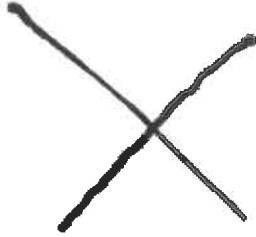
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20. The following types of contracts operate with the use of subcontractors (check all that apply). For each contract type selected, submit a separate Subcontract Certification form CCD 30B (upload the file in Section IX). The form is available on the CFA web page.

Not applicable – Solano Community College District does not subcontract any of its programs.

21. By providing a signature at the end of this section, I certify that all of the above subcontractor certification information is true.

**Signature of Contractor's Authorized Representative**



Signature of: Celia Esposito-Noy Ed.D.

**Title of Contractor's Authorized Representative**

Superintendent-President

**Date of Signature**

12/20/2023

**Authorized Representative's Telephone Number (999-999-9999)**

707-864-7112

**Authorized Representative's Email Address**

celia.esposito-noy@solano.edu

**7. Section VI – Contractor Certifications**

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**INSTRUCTIONS:** Please indicate “Yes” or “No” to the following as they apply to your agency. By providing a signature at the end of this section, the signer certifies and understands the following:

**Personnel Certification**

*Applies only to agencies who are Center-Based Programs and Family Child Care Home Education Networks.*

The State of California requires any contractor receiving child care and development funds, disbursed by the CDSS to employ fully qualified personnel as stipulated in California Education Code (EC); California Code of Regulations, Title 5 (5 CCR); and Funding Terms and Conditions.

I certify, as the authorized agent representing this contractor, that I have read and understand the staffing requirements for Program Director, Site Supervisor, and Teacher as stipulated in Welfare and Institution Code (W&IC), EC, 5 CCR, and Funding Terms and Conditions. All child care staff employed in CDSS funded program(s) are fully qualified for their respective positions. The exception to this certification is a person employed as Program Director or Site Supervisor who possesses a current Staffing Qualifications Waiver approved by the CCDD.

**22. I am a Center-Based Program or a Family Child Care Home Education Network.**

Yes



## **Contractors with Subcontracts**

*Applies only to agencies with subcontracts.*

I certify that the contractual arrangement(s) listed in Section IV – Subcontract Certification are made in adherence to the required subcontract provisions contained in the 5 CCR, and the Funding Terms and Conditions.

I understand that signing this certificate does not lessen the legal responsibility for the child care and development service contract requirements. As the contractor, it is my responsibility to monitor the performance of the subcontractor to ensure services are provided appropriately through the entire contract term.

I understand the subcontracting requirements, including competitive bidding, CDSS approval, and audit requirements in 5 CCR section 18026 et. seq.

23. I subcontract part of my subsidized funding.

No

## **Board of Directors**

*Applies only to agencies with a Board of Directors.*

I am authorized by the Contractor's Board of Directors or other governing authority to execute this CFA.

On behalf of the Contractor and its governing authority, we understand some information requested in this application is intended for use by CDSS auditors in connection with future audit work and performance reviews and may not be used or even reviewed or considered by the CDSS until well after the contract has expired, if ever. Therefore, we further understand that the information (and any underlying transactions) disclosed by this Application shall not be considered properly noticed to the CDSS nor approved, accepted or authorized by the CDSS, even if our request for continued funding by the CDSS is subsequently approved.

The governing board members have been trained in understanding conflict of interest requirements associated with their positions on the board and have reported all known conflicts of interest.

24. I have a board of directors or other governing authority to execute this CFA.

Yes

## Program and Fiscal Operations

*Applies to all applying agencies.*

I have supervisory authority over the child development program, have actual, personal knowledge of the information provided in this Application and certify that it is true and correct in all material respects.

I am familiar with and will ensure that the Contractor complies with all applicable program requirements, statutes, and regulations, including:

Prohibitions on conflicts of interests, including (i) the assurances required to establish that transactions with officers, directors and other related party transactions are conducted at arm's length, and (ii) employment limitations stated in W&IC 10399.

All audit and fiscal requirements and I take full responsibility for obtaining the required financial and compliance audits for my subcontractor(s).

All subcontractors' audits and fiscal reporting and submission requirements.

All audits and fiscal requirements for subcontractors and I am aware that not meeting reporting timelines can result in apportionment withholding unless an extension is granted.

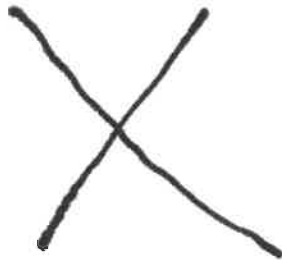
Cost reimbursement requirements, including reimbursable and non-reimbursable costs, documentation requirements, the provisions for determining the reimbursable amount and other provisions in 5 CCR section 18033 et. seq.

Accounting and reporting requirements in 5 CCR section 18063 et. seq.

Operational and programmatic requirements.

25. By providing a signature at the end of this section, I certify that all of the above information in this section is true.

Signature of Contractor's Authorized Representative



Signature of: Celia Esposito-Noy Ed.D

**Title of Contractor's Authorized Representative**

Superintendent-President

**Date of Signature**

12/20/2023

**Authorized Representative's Telephone Number (999-999-9999)**

707-864-7112

**Authorized Representative's Email Address**

celia.esposito-noy@solano.edu

## 8. Section VII – Certification of Contractor Information in the CDMIS

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26. Contractors are required to review all information in the Child Development Management Information System (CDMIS) and update any outdated information. To review the information and submit changes, log on to the CDMIS.

By checking the box below, I certify, as the authorized representative of the agency listed below, I have reviewed all the information for Solano Community College District and updates, additions, or deletions have been submitted as needed for information in all of the areas below:

Executive Director/Superintendent information  
Program Director information  
Sites and Licenses and/or Office information  
Family Child Care Home summary information

To the best of my knowledge, the information on the CDMIS Web site reflects accurate information for Solano Community College District as of the date this certification was signed.

27. By providing a signature at the end of this section, I certify that the above requirements have been met by my agency.

Signature of Program Director/Authorized Representative



Signature of: Sabrina Drake

Date Signed

11/30/2023

## 9. Section VIII – Contract Requirements

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28. Are you a public agency

Yes – My organization is a city, county, special district, school district, community college district, county superintendent of schools, or a federal agency.

29. Do you represent a K-12 school or a K-12 school district?

No

30. Are you a community college or community college district in California?

Yes

## 10. Section IX – Required Contract Attachments

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**All attachments must be completed and uploaded to the application. For your convenience, links to the required forms are provided below. These links are also located on the CFA web page. Please download, complete, and save a copy of each form for your records.**

31. Fiscal Year 2024-25 Program Calendar (CCD 33)

*Required for all contractors. Complete one calendar for each contract type and upload below.*

[Calendar.pdf](#)

Has the Minimum Days of Operation (MDO) changed from the previous year's Program Calendar?

Yes

If there are any changes to the MDO, contractors are required to provide a brief explanation in the space provided (bottom left corner) on the Program Calendar form.

*Check below to confirm this has been completed.*

I have provided a brief explanation for any MDO changes on the Program Calendar(s).

**32. Verification of Community College District Name and Address:**California Community College Chancellor's Office

*Required for all California Community Colleges and Community College Districts. Save the contractor's information page and upload below.*

SCC Chancellors Office.PNG

## 11. Section X – Self-Certifications

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**Check the boxes to self-certify that your agency meets the requirements below.**

**33. Contractors must self-certify that they are not listed as a delinquent tax payor on the Franchise Tax Board's Corporate Income Tax List Top 500 Tax Delinquencies**

By checking this checkbox, the applicant certifies that their agency meets this requirement.

**34. Contractors must self-certify that they are not listed as a delinquent tax payor on the Department of Tax & Fee Administration's Top 500 Sales & Use Delinquencies in California**

By checking this checkbox, the applicant certifies that their agency meets this requirement.

**35. Contractors must self-certify that they are not on the list of sanctioned entities in response to Russian Aggression in Ukraine. Contractors may search the U.S. Treasury's Office of Foreign Assets Control Sanctions List Search.**

By checking this checkbox, the applicant certifies that their agency meets this requirement.

## 12. Section X – Self-Certifications (Cont'd)

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### 36. Federal Certifications

*Check the box at the end of the page to self-certify that your agency meets the requirements below.*

**CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 45 CFR Part 93, "New restrictions on Lobbying," and 45 CFR Part 76, "Government-wide Debarment and Suspension (Non procurement) and Government-wide requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Social Services determines to award the covered transaction, grant, or cooperative agreement.

**LOBBYING**

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 45 CFR Part 93, for persons entering into a grant or cooperative agreement over \$100,000 as defined at 45 CFR Part 93, Sections 93.105 and 93.110, the applicant certifies that:

(a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement:

(b) If any funds other than federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an employee of Congress, or any employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with this instruction;

(c) The undersigned shall require that the language of this certification be included in the award

documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

#### **DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

As required by executive Order 12549, Debarment and Suspension, and other responsibilities implemented at 45 CFR Part 76, for prospective participants in primary or a lower tier covered transactions, as defined at 45 CFR Part 76, Sections 76.105 and 76.110.

##### **A. The applicant certifies that it and its principals:**

(a) Are not presently debarred, suspended proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency:

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period proceeding this application had one or more public transactions (federal, state, or local) terminated for cause or default; and

**B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.**

#### **DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 45 CFR Part 76, Subpart F, for grantees, as defined at 45 CFR Part 76, Sections 76.605 and 76.610-A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

(b) Establishing an on-going drug-free awareness program to inform employees about-

(1) The danger of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will –

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director, Grants, and Contracts Service, U.S. Department of Education, 400 Maryland Avenue, S.W., (Room 3124, GSA Regional Office Building No. 3), Washington, DC 20202-4571. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other

appropriate agency:

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

**DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 45 CFR Part 76, Subpart F, for grantees, as defined at 45 CFR Part 76, Sections 76.605 and 76.610-

(a) As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant, and

(b) If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, inwriting, within 10 calendar days of the conviction, to: Director, Grants and contracts Service, U.S. department of Education, 400 Maryland Avenue, S.W.(Room 3124, GSA Regional Office Building No. 3) Washington, DC 20202-4571. Notice shall include the identification numbers(s) of each affected grant.

**ENVIRONMENTAL TOBACCO SMOKE ACT**

As required by the Pro-Children Act of 1994, (also known as Environmental Tobacco Smoke), and implemented at Public Law 103-277, Part C requires that:

The applicant certifies that smoking is not permitted in any portion of any indoor facility owned or leased or contracted and used routinely or regularly for the provision of health care services, day care, and education to children under the age of 18. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to \$1,000 per day. (The law does not apply to children's services provided in private residence, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for in-patient drug and alcohol treatment.)

By checking this checkbox, the applicant certifies that their agency will comply with the above certifications.

### 13. Section X – Self-Certifications (Cont'd)

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#### 37. Contractor Certification Clauses

*Check the box at the end of the page to self-certify that your agency meets the requirements below.*

**STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

**DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 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 person's or 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 on the proposed Agreement will:

- (1) receive a copy of the company's drug-free workplace policy statement; and,
- (2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

**NATIONAL LABOR RELATIONS BOARD CERTIFICATION:** Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor

within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

**CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT:** Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State. Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

**EXPATRIATE CORPORATIONS:** Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

**SWEATFREE CODE OF CONDUCT:** All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweat free Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code Section 6108.

The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

**DOMESTIC PARTNERS:** For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

**GENDER IDENTITY:** For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

## DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

**CONFLICT OF INTEREST:** Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

**Current State Employees (Pub. Contract Code §10410):**

- (a) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- (b) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

**Former State Employees (Pub. Contract Code §10411):**

- (a) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- (b) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.
- (c) If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)
- (d) Members of boards and commissions are exempt from this section if they do not receive payment

other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

**LABOR CODE/WORKERS' COMPENSATION:** Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

**AMERICANS WITH DISABILITIES ACT:** Contractor assures the State 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.)

**CONTRACTOR NAME CHANGE:** An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

**CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:** When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

"Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

**RESOLUTION:** A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

**AIR OR WATER POLLUTION VIOLATION:** Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

**PAYEE DATA RECORD FORM STD. 204:** This form must be completed by all contractors that are not another state agency or other governmental entity.

By checking this checkbox, the authorized representative certifies under penalty of perjury that that they are duly authorized to legally bind the prospective contractor to the clause(s) listed above. This certification is made under the laws of the State of California.

## 14. Review

Would you like to receive a copy of your responses for review purposes prior to submitting your application?  
*If you select "Yes" and click "Next," an email will your current responses (attached as a PDF) will be sent to this email address: [sabrina.drake@solano.edu](mailto:sabrina.drake@solano.edu).*

Yes

## 15. Submission Page

**Signature Check: Please ensure that the following sections are complete prior to submitting the application.**

Section IV – Board Resolution

Section V – Subcontractor Certification



## Section VI – Contractor Certifications

### Section VII - Certification of Contractor Information in the Child Development Management Information System (CDMIS) Database

By signing this CFA, Solano Community College District is indicating that it wishes to automatically renew the current contract for FY 2024-25 and, if approved, is willing to, and does accept, all terms and conditions of the contract, which will be provided to the contractor no later than July 1, 2024. The Solano Community College District may reject the FY 2024-25 contract by providing the CDSS with a written notice of rejection no later than June 30, 2024.

Contractors that wish to reject the terms of the FY 2024-25 contract must provide written notice that the terms of the contract are rejected by emailing [ChildCareContracts@dss.ca.gov](mailto:ChildCareContracts@dss.ca.gov) and their Program Quality and Improvement Assigned Consultant on or before June 30, 2024. The email should come from the Executive Director/Superintendent of the contracting entity or their authorized representative and state that the terms of the FY 2024-25 contract, if applicable, are rejected. Contractors providing such notice to the CDSS of the rejection of the terms of the contract(s) will not have a contract(s) in effect for FY 2024-25.

#### 42. Final Signature

**AGREEMENT:** By signing this application electronically, I, the authorized designee, agree that my electronic signature is the legally binding equivalent to my handwritten signature.

Signature of the Contractor's Authorized Representative



Signature of:

Title of Contractor's Authorized Representative

Date of Signature

Authorized Representative's Telephone Number (999-999-9999)

Authorized Representative's Email Address