

**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>
Dagmar Kuta	Director of Marketing and Audience Services (Classified Manager)	02/22/2024

**Part-Time Adjunct Assignment**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Effective</u></b>
Jessica Marcucci	Adjunct Instructor – Nursing (not to exceed 67%)	02/22/24-05/23/24
Michelle Preisler	Adjunct Instructor – Nursing (not to exceed 67%)	02/22/24-05/23/24

**District Resignation**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Effective</u></b>
Tina Abbate	Enterprise Resource Analyst 13 years, 1 month service with SCC	05/31/24

**Faculty Reassigned Time**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Percentage</u></b>	<b><u>Effective</u></b>
Maureen Powers	Elementary Education Program Development	20%	01/16/24-05/23/24

**Salvatore Abbate**  
Human Resources

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

February 9, 2024

February 21, 2024

**Date Submitted**

**Date Approved**

# SOLANO COMMUNITY COLLEGE HUMAN RESOURCES CONSENT CALENDAR

Governing Board Meeting

February 21, 2024

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>
Theresa Armstrong	Theatre Event Technician	General	01/26/24 - 05/30/24	\$17.25/hr.
Larry Bartlow	Teaching Apprentice	SEA	02/22/24 - 06/30/24	\$22.00/hr.
Tabatha Butler	Theatre House Manager	General	02/01/24 - 05/30/24	\$16.25/hr.
Daymon Clark	Senior Stage Technician	General	02/01/24 - 05/30/24	\$19.25/hr.
Tracy Cossu	JLA - Fire	General	02/22/24 - 06/30/24	\$26.00/hr.
Scott Ferguson	Special Project	SEA	03/07/24 - 06/30/24	\$26.00/hr.
Jon Harris (revised)	Assistant Baseball coach	General	02/08/24 - 05/31/24	\$22.00/hr.
Catherine Kelley	Clinical On-Site Training & Onboarding	General	02/22/24 - 06/30/24	\$66.95/hr.
Leilani Lobo	Senior Stage Technician	General	01/26/24 - 05/30/24	\$19.25/hr.
Zachary Lopez	JLA - Fire	General	02/22/24 - 06/30/24	\$26.00/hr.
Jessica Marcucci	Clinical On-Site Training & Onboarding	General	02/22/24 - 06/30/24	\$54.74/hr.
Joanne Martin	Costume Design & Inventory	General	02/22/24 - 06/30/24	\$1,000.00 (lump sum)
Joanne Martin	Costume Design for Fall Musical Production	General	01/23/24-05/25/24	\$4,000.00 (lump sum)
Makali Mates	Theatre Event Technician	General	02/01/24 - 04/30/24	\$17.25/hr.
Ivan McCoy	Theatre Event Technician	General	02/01/24 - 05/30/24	\$17.25/hr.
Carrie Mullen	Set Design for Fall Musical Production	General	01/23/24-05/25/24	\$3,000.00 (lump sum)
Marilyn Nguyen	Teaching Apprentice	SEA	02/22/24 - 06/30/24	\$22.00/hr.
Alexis Pauletich	Clinical On-Site Training & Onboarding	General	02/22/24 - 06/30/24	\$54.74/hr.
Michelle Preisler	Clinical On-Site Training & Onboarding	General	02/22/24 - 06/30/24	\$66.95/hr.
Michael Reilly	Music Director for Fall Musical Production	General	01/23/24-05/25/24	\$4,000.00 (lump sum)
Matthew Schweitzer	Pride Center Coordinator	LGBTQ	02/22/24 - 06/30/24	\$60.05/hr.
Sarah Seguin	Teaching Apprentice	SEA	02/22/24 - 06/30/24	\$22.00/hr.
Brandon Stinnett	Clinical On-Site Training & Onboarding	General	02/22/24 - 06/30/24	\$73.88/hr.
Allison Sutherland	Theatre Event Technician	General	02/01/24 - 05/30/24	\$17.25/hr.

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

**TO: Members of the Governing Board**

**SUBJECT: WARRANTS – JANUARY 2024**

**REQUESTED ACTION:**

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

**SUMMARY:**

1/11/2024	AP Vendor Payments	11123655 - 11123770	\$507,487.96
1/11/2024	QD Vendor Payments	11123771 - 11123773	\$16,198.48
1/11/2024	QE Vendor Payments	11123774 - 11123782	\$144,929.69
1/18/2024	AP Vendor Payments	11123783 - 11123815	\$578,329.88
1/18/2024	QC Vendor Payments	11123816 - 11123817	\$16,640.50
1/18/2024	QE Vendor Payments	11123818 - 11123824	\$256,657.19
1/25/2024	AP Vendor Payments	11123825 - 11123927	\$425,925.82
1/25/2024	QE Vendor Payments	11123928 - 11123932	\$50,980.40
	<b>Total Vendor Payments</b>		<b>\$1,997,149.92</b>

**STUDENT SUCCESS IMPACT:**

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

<i>Ed. Code: 70902 &amp; 81656</i>	<i>Board Policy: 3240</i>	<i>Estimated Fiscal Impact: \$</i>
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<b>SUPERINTENDENT'S RECOMMENDATION:</b>	<input checked="" type="checkbox"/> <b>APPROVAL</b> <input type="checkbox"/> <b>NOT REQUIRED</b>	<input type="checkbox"/> <b>DISAPPROVAL</b> <input type="checkbox"/> <b>TABLE</b>
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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**

February 9, 2024

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

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

February 21, 2024

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

AGENDA ITEM 10.(c)  
MEETING DATE February 21, 2024

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

**TO: Members of the Governing Board**

**SUBJECT: WARRANTS – JANUARY 2024**

**REQUESTED ACTION:**

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

**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:**

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

**CONTRACT SERVICES AGREEMENTS**

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

<b><u>Name</u></b>	<b><u>Description</u></b>	<b><u>Fund</u></b>	<b><u>Effective</u></b>	<b><u>Amount</u></b>
American Eagle Enterprises	Vendor to remove bleacher seats from gymnasium and replace with new white seats on both sides of the gym.	Athletics	02/22/24-05/31/24	Not to Exceed \$22,240.67
Arbor Environmental	Vendor to provide on-site quantitative respirator fit testing services/	General	02/22/24-06-30/24	Not to Exceed \$1,950.00
Platinum Party Rentals	Vendor to provide seating and tension barriers for graduation ceremony on 5/24/2024	General	05/21/24-05/24/24	Not to Exceed \$5,341.84
Vacaville Recreation District	Vendor to rent pool to SCC faculty for swimming classes during renovation of the SCC pool. Cost: \$135/ week x 14 weeks.	Athletics	02/22/24-05/31/24	Not to Exceed \$2,000.00

**PERSONAL SERVICES AGREEMENTS**

**Academic Affairs  
David Williams, Vice President**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Effective</u></b>	<b><u>Amount</u></b>
Liz Andrews	Consultant to provide lead choreography services for spring musical production of "Anything Goes"	02/01/24-05/30/24	Not to Exceed \$4,000.00
Janaee Cobbs	Consultant to interpret for ASL students at a workshop to be held 3/23/24 at the Vallejo Center.	03/23/24-03/23/24	Not to Exceed \$1,000.00
Laura Fernandez	Consultant to interpret for ASL students at a workshop to be held 3/23/24 at the Vallejo Center.	03/23/24-03/23/24	Not to Exceed \$1,000.00
Liesl Seitz	Consultant to assist with costume design and creations for spring musical.	02/01/24-05/30/24	Not to Exceed \$500.00
Conner Watson	Consultant to provide lighting design services for spring musical production of "Anything Goes"	02/01/24-05/30/24	Not to Exceed \$3,000.00

SOLANO COMMUNITY COLLEGE  
 FINANCE & ADMINISTRATION CONSENT CALENDAR  
 Governing Board Meeting  
 February 21, 2024  
 Page 2

**Student Services**  
**Lisa Neeley, Vice President**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Effective</u></b>	<b><u>Amount</u></b>
Appelstein Training Resources	Presenter for Foster Kinship Care Education March 19-22, 2024. Will provide class materials and facilitate “No Such Thing as a Bad Kid.”	03/19/24-03/22/24	Not to Exceed \$3,500.00
Marc Q Jones	Presenter for Foster Kinship Care Education March 19-22, 2024. Will facilitate 3 classes and provide a keynote address.	03/19/24-03/22/24	Not to Exceed \$2,500.00
Alan Lopez	Artist to provide caricature services at the Black Excellence Center Grand Opening on 2/21/24 for students staff and faculty.	02/21/24-02/21/24	Not to Exceed \$600.00
The Practice Counseling Services	Presenter for Foster Kinship Care Education March 19-22, 2024. Will facilitate 2 classes in person, providing class materials.	02/21/24-02/21/24	Not to Exceed \$500.00
So Glam Photobooth Rentals	Photobooth rental for Black Cultural Center Grand Opening to be held on 2/21/2024 at the Main Campus.	02/21/24-02/21/24	Not to Exceed \$1,400.00
Intef Weser	Presenter for Foster Kinship Care Education March 19-22, 2024. Will facilitate 2 classes in person.	02/21/24-02/21/24	Not to Exceed \$300.00

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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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February 9, 2024

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February 21, 2024

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**Date Submitted**

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**Date Approved**

SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: DONATIONS

**REQUESTED ACTION:**

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

**SUMMARY:**

<b><u>NAME AND ADDRESS</u></b>	<b><u>ITEM AND ESTIMATED VALUE</u></b>	<b><u>RECEIVING DEPARTMENT</u></b>
Andrew McGee 319 Columbine Court Vacaville, CA 95687	1987 Chevrolet Camaro / \$5,500.00	VJO Automotive Technology

Acceptance of this donation is recommended.

**STUDENT SUCCESS IMPACT:**

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

<i>Government Code:</i>	<i>Board Policy: 3350</i>	<i>Estimated Fiscal Impact: \$ In Kind Gifts</i>
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**SUPERINTENDENT'S RECOMMENDATION:**

☒ 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**

February 9, 2024

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

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

February 21, 2024

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**



# Solano Community College

## Campus Donations

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

Donor Name: Andrew McGee Title: FT Faculty, ATEC  
Business/  
Agency Name: N/A Business Type: N/A  
(If applicable)  
Address: 319 Columbine Court City, State, Zip: Vacaville, CA 95687  
Contact Email: andrew.mcgee@solano.edu Contact Tel # (707) 864-7000 ex. 5694

Recipient School/Department: ATEC (Automotive Technician) AUTOMOTIVE TECHNOLOGY  
(acceptance subject to approval by the District)

Recipient Contact Name: Jose Cortes, Dean AT&B

### TYPE OF DONATION: (check one)

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

☒ **Goods** (includes equipment, supplies, materials, other tangibles). Description must include year, make, model and current quality of operation and condition/appearance

1987 Chevrolet Camaro, exInt cond. 100% operational. runs, drives, complete. Automatic Transmission, Has T-top roof, cruise cntrl, A/C, Pwr strg. Andrew bought/donated this vehicle b/c ATEC had no appropriate vehicle to teach smog class with.

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

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

District support needed/installation or maintenance

Cost of maintaining donation \_\_\_\_\_



## REQUIRED DONATION APPROVALS

Recipient School/Dept. Administrator (or Designee) Name: Jose Cortes

Recipient School/Dept. Administrator (or Designee) Title: Dean, AT&B


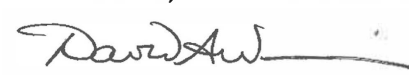
☐ Donation(s) Accepted    ☐ Donation(s) Not Accepted    Date: \_\_\_\_\_

Comments:

\_\_\_\_\_

\_\_\_\_\_

## APPROVAL SIGNATURES

- |    |                                                                                    |                   |
|----|------------------------------------------------------------------------------------|-------------------|
| 1. | _____                                                                              | _____             |
|    | Chief Technology Officer                                                           | Date              |
| 2. | _____                                                                              | _____             |
|    | Associate Vice President, Human Resources                                          | Date              |
| 3. |   | <u>02/08/2024</u> |
|    | Vice President, Finance and Administration                                         | Date              |
| 4. |  | <u>02/08/2024</u> |
|    | Vice President, Academic Affairs                                                   | Date              |
| 5. | _____                                                                              | _____             |
|    | Chief Student Services Officer                                                     | Date              |
| 6. | _____                                                                              | _____             |
|    | Superintendent-President:                                                          | Date              |

Date Donation(s) Accepted and Board-approved on: \_\_\_\_\_

Follow-up to Board approval: \_\_\_\_\_ Delivery Date: \_\_\_\_\_ Location: \_\_\_\_\_

CERTIFICATE OF TITLE

B102401175E

AUTOMOBILE

VEHICLE ID NUMBER

1G1FP21S7HL144701

BODY TYPE MODEL

CP

UNLADEN WEIGHT

1987 AB 2024 00

CLASS

1987 AB 2024 00

YEAR

1987

MONTH

01

DAY

15

YEAR

24

TRANSFER DATE

01/15/24

FUEL

G

FEES PAID

\$23

MAKE

CHEV

MODEL

1987

PLATE NUMBER

2FHJ066

REGISTRATION EXPIRATION DATE

07/22/2017

ISSUE DATE

01/17/24

MOTORCYCLE ENGINE NUMBER

REGISTERED OWNER(S)

MC GEE ANDREW

319 COLUMBINE CT

VACAVILLE CA 95687

ODOMETER DATE

01/17/24

ODOMETER READING

01/17/24

ODOMETER READING

01/17/24

ODOMETER READING

01/17/24

REGISTERED OWNER(S)

MC GEE ANDREW

319 COLUMBINE CT

VACAVILLE CA 95687

I certify (or declare) under penalty of perjury under the laws of the State of California that THE SIGNATURE(S) BELOW RELEASES INTEREST IN THE VEHICLE.

1a DATE 01/15/24 SIGNATURE OF REGISTERED OWNER

1b DATE 01/15/24 SIGNATURE OF REGISTERED OWNER

Federal and State law requires that you state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

The odometer now reads (no tenths), miles and to the best of my knowledge reflects the actual mileage unless one of the following statements is checked. Mileage is VOID if altered or erased.

WARNING ☐ Odometer reading is not the actual mileage. ☐ Mileage exceeds the odometer mechanical limits.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

DATE TRANSFEROR/SELLER SIGNATURE(S) DATE TRANSFEREE/BUYER SIGNATURE(S)

PRINTED NAME OF SELLER OR AGENT SIGNING FOR A COMPANY PRINTED NAME OF BUYER OR AGENT SIGNING FOR A COMPANY

IMPORTANT READ CAREFULLY

Any change of Lienholder (holder of security interest) must be reported to the Department of Motor Vehicles within 10 days.

LIENHOLDER(S)

2

Signature releases interest in vehicle. (Company names must be countersigned)

Release Date

01/15/24

CA 223851442

014812

REG 17 30HS (REV 02/2016)

KEEP IN A SAFE PLACE - VOID IF ALTERED

VOID WITHOUT BEAR WATERMARK. HOLD TO LIGHT TO VIEW.

VOID WITHOUT BEAR WATERMARK. HOLD TO LIGHT TO VIEW.



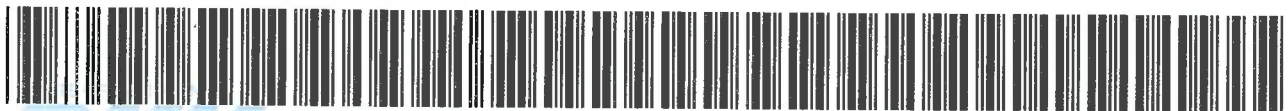


PLEASE RETAIN THIS PLANNED NON-OPERATION (PNO) RECEIPT FOR THIS VEHICLE. THE PNO IS VALID UNTIL THE VEHICLE IS OPERATED OR REGISTRATION IS RENEWED. THE VEHICLE WILL RETAIN ITS CURRENT EXPIRATION DATE AND IF OPERATED DURING ANY PORTION OF ITS REGISTRATION YEAR, FULL YEAR RENEWAL FEES ARE DUE. ONLY WEIGHT FEES MAY BE PRO-RATED FOR COMMERCIAL VEHICLES. A PNO STATUS IS NOT A REGISTRATION. IF A VEHICLE WITH A PNO STATUS IS OPERATED, PARKED OR LEFT STANDING ON A PUBLIC STREET OR HIGHWAY, IT MAY BE SUBJECT TO CITATION. IF THIS VEHICLE WILL BE OPERATED, EVIDENCE OF FINANCIAL RESPONSIBILITY MUST BE PROVIDED TO THE DEPARTMENT WITH THE PAYMENT OF REGISTRATION FEES ON OR BEFORE THE DATE OF FIRST OPERATION. THERE IS NO GRACE PERIOD. IF REGISTRATION FEES ARE NOT PAID BEFORE THE VEHICLE IS OPERATED, PENALTIES MAY BE DUE PURSUANT TO CALIFORNIA VEHICLE CODE SECTIONS 9552 - 9554.

FOR AN OHV, THE PENALTY IS 50% OF THE REGISTRATION FEE PER VEHICLE CODE SECTION 38265.

FEES AND OR PENALTIES PAID FOR FILING THE PNO WILL NOT BE CREDITED TO ANY SUBSEQUENT RENEWAL FEES DUE.

\*\*\*\*\* DO NOT DETACH - REGISTERED OWNER INFORMATION \*\*\*\*\*



PNO-REG DEFERRED

MAKE	YR MODEL	YR 1ST SOLD	VLF CLASS	*YR	TYPE VEH	TYPE LIC	LICENSE NUMBER
CHEV	1987	1987	AB	2024	120	11	2FHJ066

BODY TYPE MODEL	MP	MO	VEHICLE ID NUMBER
CP	G	FA	1G1FP21S7HL144701

TYPE VEHICLE USE	DATE ISSUED	CC/ALCO	DT FEE RECVD	PIC	USE TAX	REG EXPIRES:
AUTOMOBILE	01/17/24	48	01/17/24	3	8	07/22/2017

REGISTERED OWNER  
MCGEE ANDREW  
319 COLUMBINE CT

AMOUNT PAID  
\$ 23.00

VACAVILLE  
CA 95687

AMOUNT DUE	AMOUNT RECVD
\$ 23.00	CASH : 23.00
	CHCK :
	CRDT :

LIENHOLDER

Private Party Range  
**\$3,421 - \$6,730**  
Private Party Value  
**\$5,076**



① Important info  
& definitions

Value valid as of **01/17/2024**

### Factors That Impact Value

Check that yours are correct below.

Mileage: **89,950** ✎ ZIP Code: **94533** 📍

Condition  
**Very Good** ✓

[Edit Options](#)

## PRIVATE SELLER Exchange



Reach millions of buyers on Autotrader and KBB.com



Free vehicle history report



Secure transactions and financing



Verified buyers and sellers

Verified buyers get a clean title every time. Verified sellers get secure payment.

Advertisement

My Car's Value  
**1992 Chevrolet Camaro Z28 Coupe 2D**



4.4 ★ (237 Ratings) Write a review

Save this car

Create a free account for quicker access to saved cars, recall alerts and more.



**Can You Save on Car Insurance?**  
Compare rates on KBB.com



**Repair Estimator: See Pricing**  
What's a fair price?



**Options**   Next Steps

1 **Your Options**

Instant Cash Offer   Trade-in   **Private Party**   Donate Your Car

Save this car



Advertisement

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

**TO: Members of the Governing Board**

**SUBJECT: NOTICE OF COMPLETION FOR CONSTRUCTION  
SERVICES FOR THE VACAVILLE PROPERTY FENCE  
PROJECT**

**REQUESTED ACTION:**

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

**SUMMARY:**

Board approval is requested for the Vacaville Property Fence Project Notice of Completion. On October 18, 2023, a contract for the amount of \$53,695 was awarded to Morgan Fence Co., Inc. for the Vacaville Property Fence Project. The scope of work included the installation of chain link fencing including one vehicular gate on the Districts' vacant parcel.

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

*Ed. Code: N/A*

*Board Policy: N/A*

*Estimated Fiscal Impact: \$0*

**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**

February 9, 2024

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

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

February 21, 2024

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

RECORDING REQUESTED BY:

When recorded mail to:

Lucky Lofton, V.P, 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: 2/21/2024
7. The Project Name is: Vacaville Property Fence
8. DSA Number (if applicable): N/A
9. The contractor for such work of modernization is: Morgan Fence Co., Inc.
10. The name of the contractor's Surety Co. is: The Ohio Casualty Insurance Company
11. The date of contract between the contractor and the above owner is: 10/18/2023
12. The street address of said property is: 1691 East Monte Vista Way, Vacaville, CA 95688
13. APN #: 0129240550
14. The property on which said work of modernization was completed is in the City Vacaville, County of Solano, State of California, and is described as follows: Installation of 910 feet of galvanized chain link fencing, installation of 295 feet of black vinyl coated chain link fencing and installation of one 22-foot gate at entrance of property.

\_\_\_\_\_  
Date

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

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

**REQUESTED ACTION:**

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

---

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

**SUMMARY:**

<b><u>Asset Number</u></b>	<b><u>Description</u></b>	<b><u>Location</u></b>	<b><u>Original Value</u></b>
Unknown	Bin of hydraulic motors and scrap metal	Fairfield	Unknown
Unknown	Bin of 8 electric motors	Fairfield	Unknown
Unknown	Bin of 10 electric motors	Fairfield	Unknown
Unknown	Microwave oven	Fairfield	Unknown

Acceptance of this disposal is recommended at this time.

**STUDENT SUCCESS IMPACT:**

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

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

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

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

February 9, 2024  
\_\_\_\_\_  
**Date Submitted**

February 21, 2024  
\_\_\_\_\_  
**Date Approved**





# Solano Community College District Disposition, Transfer or Trade-In College Equipment

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

*If you have items that fall into more than one category, please prepare a separate sheet for items in each category.*

- ☐ Returned to vendor (attach to yellow copy of approved form)      ☐ Transfer to (Location) Bldg. No. \_\_\_\_\_, Room No. \_\_\_\_\_
- ☐ Lost or stolen (attach copy of theft report form)
- ☐ To be sold as surplus
- ☒ To be destroyed or broken up for parts
- ☐ Trade-in or sale in lieu of trade-in list P.O. number and vendor

Comment: Conex Box Recyclables at Alco Iron and Metal

Asset No.	Description	For Surplus Items Only	
		Building No.	Room No.
NA	Bin of hydrlic moters and scrape metal		
NA	Bin of 8 electric motors		
NA	Bin of 10 electric motor		

Note: If the item is too destroyed or broken-up for parts it will be taken to the recycle area and will not require pickup by the warehouse, unless so noted on this sheet.

Action Performed by: Jeff Lehfeldt Date 2-6-24

Division or Organizational Unit: Fiscal and Maintenance

Approved by: [Signature] Date 2/6/24  
Unit Manager or Division Dean

For District Facilities Office Use

For Surplus Items:

Board authorization to sell \_\_\_\_\_

Invoice/receipt number and date \_\_\_\_\_

Distribution: District Director of Facilities, Duplicate for your files, Fixed Asset Disposition and Trade-in

# SOLANO COMMUNITY COLLEGE DISTRICT

## Disposition, Transfer or Trade-In of College Equipment

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

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

Transfer to (location) \_\_\_\_\_

Bldg No. \_\_\_\_\_ Room No. \_\_\_\_\_

Comment \_\_\_\_\_

Asset No.	Description	For Surplus Items Only	
		Building No.	Room No.
none	microwave		

Action Performed by Taylor Escob Date 7/7/24

Division or Organizational Unit Facilities

Approved by [Signature]  
Unit Manager or Division Dean

Distribution :

Original to District Director of Facilities  
Duplicate for your files

For District Facilities Office Use

For Surplus Items:

Board authorization to sell \_\_\_\_\_

Invoice/receipt number and date \_\_\_\_\_

Fixed Asset - 02  
8.00

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

**TO: Members of the Governing Board**

**SUBJECT: RESIGNATION TO RETIRE**

**REQUESTED ACTION:**

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

**SUMMARY:**

<u>Name</u>	<u>Assignment &amp; Years of Service</u>	<u>Effective</u>
Steven Ercole	Grounds Maintenance Technician 13 years, 7 months of service with SCC	03/31/2024
Shirley Lewis	Dean, Academic Support Services 26 years, 8 months of service with SCC	06/30/2024
Patrice Spann	Early Learning Center Specialist 20 years and 4 months of service with SCC	05/23/2024
Kelly Trujillo	Grounds Maintenance Technician 35 years of service with SCC	03/31/2024

**STUDENT SUCCESS IMPACT:**

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

*Ed. Code: 24205*

*Board Policy: 4400*

*Estimated Fiscal Impact: N/A*

**SUPERINTENDENT'S RECOMMENDATION:**

☒ APPROVAL ☐ DISAPPROVAL  
☐ NOT REQUIRED ☐ TABLE

**Salvatore Abbate**  
Human Resources

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

**ADDRESS**

707-864-7263

**TELEPHONE NUMBER**

**VICE PRESIDENT APPROVAL**

February 9, 2024

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

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

February 21, 2024

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

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

**TO: Members of the Governing Board**

**SUBJECT: RESOLUTION NO. 23/24-07 ESTABLISHMENT OF AN  
OFFICE LEASE AGREEMENT BETWEEN THE DISTRICT  
AND 220 CAMPUS LANE, LLC FOR SWING SPACE  
DURING BUILDING 300 RENOVATION**

**REQUESTED ACTION:**

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

**SUMMARY:**

Board approval is requested for Resolution No. 23/24-07, establishment of an office lease agreement with 220 Campus Lane, LLC to be used for classroom swing space for the Cosmetology program during the renovation of building 300, per Education Code 81523. The duration of the contract is approximately 18 months. Total estimated cost for the rental is \$782,288.00

Board approval of this resolution is recommended at this time.

**STUDENT SUCCESS IMPACT:**

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

<i>Ed. Code:</i>	<i>Board Policy: 3020</i>	<i>Estimated Fiscal Impact: \$732,288.00</i>
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**SUPERINTENDENT'S RECOMMENDATION:**

☒ APPROVAL ☐ DISAPPROVAL  
☐ NOT REQUIRED ☐ TABLE

Susan Wheet

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

**ADDRESS**

(707) 864-7259

**TELEPHONE NUMBER**

Susan Wheet  
Vice President, Finance & Administration

**VICE PRESIDENT APPROVAL**

February 9, 2024

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

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

February 21, 2024

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

**SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD**

**RESOLUTION TO TEMPORARILY LEASE CLASSROOM SPACE AT  
220 CAMPUS LANE, FAIRFIELD, CA 94534  
RESOLUTION NO. 23/24-07**

**WHEREAS**, the District intends to enter into a lease agreement to provide a swing space location for the classrooms at 220 Campus Lane, Fairfield, California;

**WHEREAS**, this space will serve as a temporary teaching space for classrooms during the design and construction of the 300 building;

**WHEREAS**, the purpose of the Field Act, which is outlined in the Education Code, Title 1, Division 1, Part 10.5, Chapter 3, Article 3, (commencing with Section 17280) and Article 6 (commencing with Section 17365), and Title 3, Division 5, Part 49, Chapter 1, Article 3 (commencing with Section 81050) and Article 7 (commencing with Section 81130) of Part 49, is to protect the safety of students and school-based staff;

**WHEREAS**, the pertinent parts of the Uniform Building Code, 24 Cal. Code of Regulations Sections 4-314 and 4-315, adopted under the authority of Education Code section 81142, which is part of the Field Act, state that buildings or structures of a temporary nature may be utilized by the Governing Board for a period of up to three years for instructional use on its own responsibility without first submitting plans and specifications to Division of State Architect (DSA), but such buildings or structures shall not be used for classroom purposes beyond three years;

**WHEREAS**, in accordance with Education Code Sections 81521(a), 81523 and 81524, the Governing Board has utilized the exception to allow for the “temporary use of buildings” for the classroom space at 220 Campus Lane, Fairfield, CA 94534;

**WHEREAS**, the District will enter into a lease agreement to use this temporary swing space facility for no more than three years from the date of first occupancy while the District constructs a permanent facility at the Fairfield Campus; and

**WHEREAS**, this notice of the resolution has been published in a newspaper published in the District for not less than once per week for three weeks prior to the execution of the lease by the Governing Board.

**NOW THEREFORE BE IT RESOLVED** that the Governing Board authorize the signing of this lease agreement for classroom space at 220 Campus Lane, Fairfield, CA 94534 with the understanding that the lease will be for not more than three years.

**PASSED AND ADOPTED** this \_\_ day of \_\_\_\_\_, 2024, by the Governing Board of the Solano Community College District.

---

DENIS HONEYCHURCH, J.D., BOARD PRESIDENT

---

CELIA ESPOSITO-NOY, ED.D., SUPERINTENDENT-PRESIDENT and BOARD SECRETARY

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

**TO: Members of the Governing Board**

**SUBJECT: RESOLUTION NO. 23/24-08 ESTABLISHMENT OF THE  
NONRESIDENT AND INTERNATIONAL STUDENT FEE  
FOR 2024-2025**

**REQUESTED ACTION:**

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

**SUMMARY:**

Board approval is requested for Resolution No. 23/24-08, establishment of the nonresident and international student fees for 2024-2025. The 2023-24 current nonresident tuition fee is \$338.00 per unit and \$11 per semester unit for nonresidential capital outlay. Per Education Code Section 76140, the Governing Board must adopt a nonresident tuition fee before March 1 of each year.

*CONTINUED ON THE 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: Safety, Building appearance

<i>Ed. Code:</i>	<i>Board Policy: 3020</i>	<i>Estimated Fiscal Impact: N/A</i>
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<b>SUPERINTENDENT'S RECOMMENDATION:</b>	<input checked="" type="checkbox"/> <b>APPROVAL</b>	<input type="checkbox"/> <b>DISAPPROVAL</b>
	<input type="checkbox"/> <b>NOT REQUIRED</b>	<input type="checkbox"/> <b>TABLE</b>

Susan Wheet

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

**ADDRESS**

(707) 864-7259

**TELEPHONE NUMBER**

Susan Wheet  
Vice President, Finance & Administration

**VICE PRESIDENT APPROVAL**

February 9, 2024

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

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

February 21, 2024

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

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

**TO: Members of the Governing Board**

**SUBJECT: RESOLUTION NO. 23/24-08 ESTABLISHMENT OF THE  
NONRESIDENT AND INTERNATIONAL STUDENT FEE  
FOR 2024-2025**

---

**SUMMARY:**

*CONTINUED FROM THE PREVIOUS PAGE:*

The Board may adopt one of several rates: (A.1) District average cost; (A.2) District average cost with 10% or more noncredit FTES (B.1) Statewide average cost; (B.2) Highest statewide average cost; (C) No more than the rate of a contiguous district; (D) Between statewide average expense of education and District expense of education; (E) no more than 12 comparable states 2019-2020 average tuition.

In addition, per Education Code Section 76141, a District may also charge any nonresident student a capital outlay fee.

It is recommended that the District's 2023-2024 nonresident and international student fee be established at \$406.00 per unit, which is the statewide average expense of education, and \$11 per semester unit for nonresidential capital outlay. The new fee will be lower than other colleges in our region.

Resolution No. 23/24-08 is attached, along with the 2024-2025 Nonresident Fee Worksheet.



**SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD**

**ESTABLISHMENT OF NONRESIDENT AND INTERNATIONAL  
STUDENT FEE FOR THE 2024-2025 ACADMIC YEAR**

**RESOLUTION NO. 23/24-08**

**TO COMPLY WITH REQUIREMENTS OF EDUCATION CODE SECTION 76140**

**WHEREAS**, such tuition fee may be based upon (A.1) District average cost;(A.2) District average cost with 10% or more noncredit FTES (B.1) Statewide average cost; (B.2) Highest statewide average cost; (C) no more than the rate of a contiguous district; (D) Between statewide average expense of education and District expense of education; (E) No more than 12 comparable states 2019-2020 average tuition.

**WHEREAS**, Education Code Section 76140 mandates that the proposed tuition fee be increased by the United States Consumer Price Index (U.S.P.I.) for two fiscal years, as determined by the Department of Finance, State of California.

**WHEREAS**, Education Code Section 76141 authorizes each District to charge nonresident students a capital outlay fee; now therefore be it

**RESOLVED**, That the district nonresident and international student fee for the academic year 2022-2023, beginning with the summer session, be established at \$368.00 per unit, which is based on (C) no more than the rate of a contiguous district, and the \$11 per semester unit for nonresident capital outlay.

**PASSED AND ADOPTED**, This 21<sup>st</sup> day of February, 2024, by the Governing Board of the Solano Community College District.

---

DENIS HONEYCHURCH, JD.  
BOARD PRESIDENT

---

CELIA ESPOSITO-NOY, Ed.D.  
SECRETARY

**District:** Solano Community College District  
**Term:** Semester

### Nonresident Tuition Fee Options

#### A.1 District Average Cost

A. District Expense of Education for Base Year	\$	69,743,248
B. District Annual Total FTES		6,283
C. Average Expense of Education per FTES (A/B)	\$	11,101
D. U.S. Consumer Price Index Compound Factor		1.0540
E. Average Cost per FTES for Tuition Year (C x D)		11,700
F. Nonresident Tuition Fee per Semester Unit (E/30)		390

#### A.2 District Average Cost with 10 Percent or More Noncredit FTES

Noncredit FTES percent of Total		0.0%
A. District CREDIT ONLY Expense of Education for Base Year		
B. Annual Total FTES	N/A	
C. Average Expense of Education per FTES (A/B)	N/A	
D. U.S. Consumer Price Index Compound Factor		1.0540
E. Average Cost per FTES for Tuition Year (C x D)	N/A	
F. Nonresident Tuition Fee per Semester Unit (E/30)	N/A	

#### B.1 Statewide Average Cost

A. Statewide Expense of Education for Base Year		11,233,138,858
B. Statewide Annual Total FTES		971,642
C. Average Expense of Education per FTES (A/B)	\$	11,561
D. U.S. Consumer Price Index Compound Factor		1.0540
E. Average Cost per FTES for Tuition Year (C x D)		12,185
F. Nonresident Tuition Fee per Semester Unit (E/30)	\$	406

#### B.2 Highest Statewide Average Cost

Highest year of the succeeding, current, and 4 prior years.		2023-24
Nonresident Tuition Fee per Semester Unit	\$	414

#### C Contiguous District

Contiguous District	LOS RIOS
Maximum Fee (Contiguous District Nonresident Tuition Fee)	414
Minimum Fee	390
Nonresident Tuition Fee per Semester Unit	

#### D Between Statewide Average Expense of Education and District Average Expense of Education

Maximum (Option A.1 - District Average Cost) per Unit	\$	390
Minimum (Option B.1 - Statewide Average Cost) per Semester Unit	\$	406
Nonresident Tuition Fee per Semester Unit	\$	406

#### E Comparable States Average

Nonresident Tuition Fee per Semester Unit	\$	432
-------------------------------------------	----	-----

**Nonresident Capital Outlay Fee**

A. Capital Outlay expense - prior year	\$	11
B. FTES total from prior year		6,283
C. Capital outlay expense per FTES (A/B)	\$	0
D. Capital Outlay Fee per Semester Unit (C/30)	\$	-
E. Adopted Nonresident Tuition Fee	\$	406
F. 50% of Adopted Nonresident Tuition Fee	\$	203
G. Maximum Nonresident Capital Outlay Fee (lesser of D or F)	\$	-

**California Community Colleges**  
**2024-25 Nonresident Tuition and Capital Outlay Fee**  
**Solano Community College District**

**The district governing board has established Nonresident Fees as shown below.**

**Adoption Date:** 2/21/2024

**Nonresident Tuition Fee**

<b>Basis for Adoption (Select one)</b>		<b>Fee</b>
<input type="checkbox"/>	A.1 - District Average Cost	
<input type="checkbox"/>	A.2 - District Average Cost with 10 Percent or More Noncredit FTES	
<input type="checkbox"/>	B.1 - Statewide Average Cost	
<input type="checkbox"/>	B.2 - Highest Statewide Average Cost	
<input type="checkbox"/>	C - Contiguous District	
<input checked="" type="checkbox"/>	D - Between Statewide Average Expense of Education & District Expense of Education	\$ 406
<input type="checkbox"/>	E - Comparable States Average	

**Nonresident Capital Outlay**

Maximum Nonresident Capital Outlay Fee is \$ 0

<input checked="" type="checkbox"/>	Nonresident Capital Outlay Fee	\$ 11
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**Contact Information**

**Signature:**

**Name:** Susan Wheat

**Title:** Vice President of Finance and Administration

**Phone:** (707) 864-7209

**Email:** Susan.Wheat@solano.edu

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

**TO: Members of the Governing Board**

**SUBJECT: LEASE AGREEMENT FOR SWING SPACE AT 220  
CAMPUS LANE STARTING FALL 2024**

**REQUESTED ACTION:**

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

**SUMMARY:**

Board approval is requested for the leasing of 7,166 square feet of swing space to be used for the Cosmetology Department for 18 months due to the renovation of building 300 during the Fall 2024 semester. Total cost of the contract is \$782,288.00, which includes construction services, utilities, and monthly rental. The contract is attached for review.

**STUDENT SUCCESS IMPACT:**

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

<i>Government Code:</i>	<i>N/A</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact: \$782,288.00</i>
-------------------------	------------	----------------------	----------------------------------------------

**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**

February 9, 2024

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

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

February 21, 2024

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

**FULL SERVICE OFFICE LEASE AGREEMENT  
SOLANO INNOVATION CENTER**

**BASIC LEASE INFORMATION**

<b>LEASE DATE</b>	January 24, 2024
<b>LANDLORD</b>	220 Campus Lane, LLC., a California limited liability company  One Harbor Center, Suite 320  Suisun City, CA 94585
<b>TENANT</b>	Solano Community College
<b>PREMISES</b>	<p>The Premises referred to in this Lease are located in the Solano Innovation Center office building, 220 Campus Lane, Fairfield, California and consist of Rentable Area of approximately 7,166 square feet as shown in Exhibit A, Suite 120 which is a portion of the 43,449 total Rentable Area in the Building and mutually agreed by the parties to be:</p> <p>Tenant's Proportionate Share of Building: 16.49%</p> <p>Tenant's Proportionate Share of Lot: 16.49%</p>
<b>TERM</b>	The term shall be 18 months from the Commencement Date (Paragraph 4).
<b>MONTHLY BASE RENT</b>	\$20,750 per month
<b>DIRECT EXPENSE BASE</b>	16.49 % Actual Calendar Year 2024 Direct Expenses (Calculated assuming the Building is 100% occupied.)
<b>USE</b>	Education
<b>SECURITY DEPOSIT</b>	\$20,800
<b>COMPLETION DEADLINE</b>	June 1, 2024 (Paragraph 4)

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## LIST OF EXHIBITS

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- C. Rules and Regulations
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- F. Construction Estimate

## FULL SERVICE OFFICE LEASE AGREEMENT

This Lease is made and entered into by the Landlord and Tenant named, and as of the Lease Date defined on Page 1. The Basic Lease Information set forth on Pages 1 and 2 of this Lease are and shall be construed as a single instrument.

**1. PREMISES:** Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, upon the terms and conditions contained herein, the Premises in the City of Fairfield, County of Solano, State of California, which are more particularly described in Exhibit A (the "Premises") including the Tenant Improvements (the "Tenant Improvements") thereon presently existing or to be constructed in accordance with Exhibit B. As hereinafter used in this Lease, the term "Building" shall refer to the entire structure in which the Premises are located and the term "Lot" shall refer to the Assessor's tax parcel on which the Building is situated.

The term "Rentable Area" shall mean:

A. As to a floor leased entirely by Tenant, all areas within outside permanent Building walls, measured to the outer surface of the outer Building walls, or to the outer perimeter of accessible balconies, if any, including rest rooms, janitorial, telephone and electrical closets, mechanical areas, columns and projections necessary to the Building, excluding any major vertical penetration of the floor, plus Tenant's pro rata share of Common Areas in the Building.

B. As to a floor only a portion of which is leased by Tenant, the aggregate of the Useable Area of the portion of that floor occupied by Tenant, plus Tenant's pro rata share of Common Areas on the floor leased in part by Tenant and Tenant's pro rata share of Common Areas in the Building.

The term "Useable Area" shall mean all floor area in the Tenant's space, measured to the outer surface of the outer Building walls, or to the outer perimeter of accessible balconies, if any, to the corridor side of the corridor walls and the center of other permanent partitions, and to the center of partitions that separate the Tenant's space from adjoining tenant spaces, without deduction for columns and projections necessary to the Building.

The term "Common Areas" shall mean the areas on individual floors devoted to corridors, lobbies, electric and telephone closets, rest rooms, mechanical rooms, janitor closets and other similar facilities for the benefit of all tenants on the particular floor and shall also mean those areas of the Building devoted to mechanical and service rooms servicing more than one floor or the Building as a whole, public lobbies, and

other similar facilities for the benefit of all tenants, but excluding public stairs, elevator shafts and mechanical shafts.

By execution of this Lease, Tenant hereby stipulates that all information relating to the Rentable Area, and Tenant's Proportionate Share of Building and Lot are the amounts set forth in the Basic Lease Information, subject to confirmation of actual measurement by Landlord's architect, at Landlord's sole election.

**2. ACCEPTANCE OF PREMISES:** Tenant's taking possession of the Premises shall constitute Tenant's acknowledgement that the Premises are in good condition and that the Tenant Improvements are constructed in accordance with the criteria set forth in Exhibit B, and that Tenant agrees to accept the same in its condition existing as of the date of such entry and subject to all applicable municipal, county, state and federal statutes, laws, ordinances, including zoning ordinances, and regulations governing and relating to the use, occupancy or possession of the Premises. Pursuant to California Civil Code Section 1938, Landlord acknowledges that the Building has not been inspected by a Certified Access Specialist (CASP).

**3. COMMON AREAS:** In addition to the above, the term "Common Areas" shall refer to all areas outside the Premises and within the Building that are provided by Landlord for the general non-exclusive use of Landlord, Tenant, and of other tenants in the Building. Landlord hereby grants to Tenant, during the term of this Lease, the non-exclusive right to use, in common with others entitled to such use, the Common Areas subject to rules governing the use of the Building. Under no circumstances shall the right granted herein to use the Common Areas be deemed to include the right to store any property in the Common Areas.

**4. POSSESSION:** Subject to and upon the terms and conditions set forth herein, the term shall be for the period specified in the Basic Lease Information on Page 1, commencing upon the earliest of the following dates (the "Commencement Date"): (i) the date on which the Premises are substantially complete (as defined below); (ii) the date on which the Premises would have been substantially complete had there been no delays attributable to the Tenant; or (iii) the date upon which the Tenant actually commences to do business in the Premises with the Landlord's written consent. Within 30 days after the Commencement Date, Landlord and Tenant shall execute the Lease Commencement Memorandum (Exhibit E), setting forth the Commencement Date and the Term Expiration Date. For purposes of the foregoing, the Premises shall be deemed to be substantially complete on the earlier of (i) the issuance of a certificate by the Building architect that the Premises are substantially complete, or (ii) when Tenant has direct access to the Premises with building services ready to be furnished to the Premises and all construction to be provided by the Landlord, as set forth in Exhibit B, has been completed, with the exception of "punch list" or similar corrective work. Landlord shall substantially complete the Premises by the "Completion Deadline" as set forth in the Basic Lease Information on Page 1, plus extensions equal to the duration of (i) any delays beyond the reasonable

control of Landlord, such as acts of God, fire, earthquake, unavailability of materials, strike directly affecting construction or materials or any other cause or events beyond the reasonable control of Landlord, or (ii) delays caused by or attributable to the Tenant. If the Premises are not substantially complete 45 days after the Completion Deadline, either party shall have the right to terminate this Lease, by giving written notice to the other party. Other than this right to terminate, in the event that the Premises are not substantially complete by the Completion Deadline (as extended as set forth above), Landlord shall not be liable for any claims, damages, or liabilities in connection therewith or by reason thereof.

In the event that Landlord permits Tenant to occupy the Premises prior to the Commencement Date, such occupancy shall be subject to all the provisions of this Lease.

**5. MONTHLY BASE RENT:** Tenant agrees to pay Landlord as monthly base Rent for the Premises the monthly base Rent designated in the Basic Lease Information on Page 1 (subject to adjustment as hereinafter provided) in advance on the first day of each and every calendar month during said term, except that the first month's Rent shall be paid upon the execution hereof. In addition to the said monthly base Rent, Tenant agrees to pay the amount of the Rental adjustments as and when hereinafter provided in this Lease. Said Rental shall be paid to Landlord, without any prior demand therefor and without any deduction or offset whatsoever, electronically through Landlord's online Tenant payment system ("Tenant Portal"), in lawful money of the United States of America, or to such other person or at such other place as Landlord may from time to time designate in writing. Further, all charges to be paid by Tenant hereunder shall be considered additional Rent for the purposes of the Lease.

The monthly base Rent shall be increased annually, effective on the first, and each subsequent, anniversary of the Commencement Date, to reflect increases in the Consumer Price Index (All Items) for All Urban Consumers for the San Francisco – Oakland – San Jose Metropolitan Area (1982-84 = 100) published by the United States Department of Labor, Bureau of Labor Statistics (the "Index"), in the following manner:

A. If the value for the Index published most recently prior to the anniversary of the Commencement Date for the year for which the adjustment is being computed (the "Extension Index") exceeds the value for the Index published most recently prior to the Commencement Date ("The Beginning Index"), the monthly base Rent payable during the 12 month period for which the adjustment is being computed (the "Adjustment Year") shall be set by multiplying the monthly base Rent set out in the Basic Lease Information on Page 1, by a fraction, the numerator of which is the Extension Index and the denominator of which is the Beginning Index.

In no event, however, shall the monthly base Rent payable during any Adjustment Year be less than the monthly base Rent payable during the previous year.

B. If the Index is changed so that the base year differs from that used in computing the Beginning Index, the Extension Index for any Adjustment Year affected by such change shall be converted in accordance with the appropriate conversion factor. If the Index is discontinued or revised during the term, such other government index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained had the Index not been discontinued or revised.

C. As soon as the monthly base Rent applicable to any Adjustment Year has been computed, Landlord shall give Tenant notice of the amount thereof. Tenant shall continue to pay monthly base Rent in the previously established amount until it has been given such notice, at which time all accrued increases shall be due and payable in full.

**6. DIRECT EXPENSE ADJUSTMENT:** For the purposes of this paragraph, the following terms are defined as follows:

***Lease Year:*** Each full or partial calendar year of the term.

***Tenant's Percentage:*** That portion of the total Rentable Area of the Building occupied by Tenant as set forth as a percentage in the Basic Lease Information on Page 1. Landlord and Tenant acknowledge that if physical changes are made to the Building or its configuration, or if additional changes are made to the Premises, Landlord may at its discretion reasonably adjust Tenant's Percentage, and therefore Tenant's Proportionate Share of the Building to reflect the change. Landlord's determination of Tenant's Proportionate Share of the Building shall be conclusive so long as it is reasonably and consistently applied.

***Direct Expense Base:*** The amount of the annual Direct Expense, 1/12 of which Landlord has included in monthly base Rent and which amount is set forth in the Basic Lease Information on Page 1.

***Direct Expense:*** All costs of operation, maintenance and repair of the Building ("Direct Expense"), as determined by standard accounting practices, calculated assuming the Building is 100% occupied, including the following costs by way of illustration, but not limitation: real property taxes and assessments; water and sewer charges; gas and electricity charges for the Building and the Premises (including the cost of electricity that would have been paid were it not for the installation of solar power generating improvements serving the Property, if applicable); the net cost of insurance for which Landlord is responsible hereunder; janitorial and cleaning services for Common Areas and for the Premises; security; labor; costs incurred in the management of the Building, (it being acknowledged that the company providing property management services to the Building may be

an affiliate of Landlord); air conditioning; waste disposal; heating; ventilation; supplies; materials; equipment; repair and maintenance costs and upkeep of the Building and all parking and Common Areas; costs incurred to effect a labor saving, energy saving (excluding solar power generating improvements) or other economy, which cost shall be included in Direct Expense for the Lease Year in which such improvement was made not in excess of the savings resulting from such expenditure; and the cost of capital improvements made by Landlord in order (i) to conform to any changes enacted after the Commencement Date in laws, rules, regulations or requirements of any governmental authority having jurisdiction, or of the board of fire underwriters or similar insurance body, provided that such cost, if a capital expenditure as determined by generally accepted accounting procedures, shall be amortized on a straight line basis over such expenditure's useful life and only such amortized portion shall be included in Direct Expense in any given lease year, Direct Expense shall not include leasehold improvements or inducements for other tenants in the Building for which Tenant bears no benefit, depreciation on the Building or equipment therein, Landlord's executive salaries, real estate brokerage commissions, or debt financing.

If the amount of the Direct Expense incurred by Landlord for any Lease Year during the term of the Lease on account of the operation or maintenance of the Building is multiplied by Tenant's Percentage and this resulting product is in excess of the Direct Expense Base, then Tenant shall pay such increase as additional Rent. Landlord shall endeavor to give to Tenant, on or before the first day of April of each Lease Year, a statement in reasonable detail of the increase in Rent payable by Tenant hereunder relative to the immediately preceding Lease Year, but failure by Landlord to give such statement by such date shall not constitute a waiver by Landlord of its right to require such payment. Upon receipt of such statement, Tenant shall pay in full the total amount of any rental increase due. In addition, for the then current Lease Year, the amount of any such increase from the immediately previous Lease Year shall be used as an estimate for such current Lease Year, and this amount shall be divided into 12 equal monthly installments and Tenant shall pay to Landlord, concurrently with the regular monthly Rent payment next due following the receipt of such statement, an amount equal to one monthly installment multiplied by the number of months from January in the calendar year in which said statement is submitted to the month of such payment, both months inclusive. Subsequent installments shall be payable concurrently with the regular monthly Rent payments for the balance of that calendar year and shall continue until the next Lease Year's statement is rendered. If the next or any succeeding Lease Year results in a greater increase in Direct Expense, then upon receipt of such statement from Landlord, Tenant shall pay a lump sum equal to Tenant's Percentage of such total increase in Direct Expense over the Direct Expense Base, less the total of the monthly installments of estimated increases paid in the previous calendar year for which comparison is then being made; and the estimate monthly installments to be paid for the next following Lease Year shall be adjusted to reflect such increase. If in any Lease Year the Tenant's Percentage of Direct Expense is less than the preceding Lease Year, then upon receipt of Landlord's statement, any overpayment made by Tenant on the monthly installment basis provided

above shall be credited towards the next Monthly Rent falling due and the estimated monthly installments of Tenant's Percentage of Direct Expense to be paid shall be adjusted to reflect such Lower Direct Expense for the most recent Lease Year.

In the event that the term of this Lease commences or ends on a day other than the first or last day of a calendar year ("partial year"), then for that partial year, Tenant shall be obligated to pay only that portion of its Direct Expense increase percentage which is in the same proportion as the number of days within that partial year bears to 365 days.

Even though the term has expired and Tenant has vacated the Premises, when the final determination is made of Tenant's Percentage of Direct Expense for the year in which this Lease terminates, Tenant shall immediately pay any increase due over the estimated expenses paid and conversely any overpayment made in the event said expenses decreased shall be immediately rebated by Landlord to Tenant.

Notwithstanding anything contained in this paragraph, the Rental payable by Tenant shall in no event be less than the Rent specified in Paragraph 5 hereof.

**7. SECURITY DEPOSIT & SECURITY INTEREST:** Upon execution of this Lease, Tenant shall deposit with Landlord the sum shown as the "Security Deposit" in the Basic Lease Information on Page 1, as security for the full and faithful performance by Tenant of the provisions of this Lease (the "Security Deposit"). If Tenant is in default, Landlord may use the Security Deposit, to cure the default or to compensate Landlord for all damages, which Landlord may suffer by reason of Tenant's default. Tenant shall immediately, on demand, pay to Landlord a sum equal to the portion of the Security Deposit expended or applied by Landlord as provided in this Paragraph so as to maintain the Security Deposit in the sum specified. Within 30 days after the expiration or termination of this Lease, Landlord shall return the Security Deposit to Tenant, less such amounts as are reasonably necessary to remedy Tenant's defaults, to repair damages to the Premises caused by Tenant, or to clean the Premises upon such termination.

In addition, Tenant does hereby grant to Landlord a security interest in any and all personal property stored or utilized in the Premises including but not limited to equipment and inventory (the "Personal Property"). With its grant herein, Tenant authorizes Landlord to file a UCC1 with the Secretary of State identifying Tenants Personal Property as security for the Lease. Tenant agrees to cooperate fully with Landlord by providing a detailed list of the Personal Property which Landlord may submit with its filing of the UCC 1. Tenant also agrees to enter into a separate Security Agreement with Landlord should such be necessary to perfect the personal property security interest, as determined by Landlord in its sole discretion.



**8. AD VALOREM TAXES:** Tenant shall pay, or cause to be paid, before delinquency, any and all taxes levied or assessed and which become payable during the term hereof upon all Tenant's equipment, furniture, fixtures, and personal property located in the Premises.

**9. UTILITIES AND SERVICES:** Provided that Tenant is not in default hereunder, Landlord agrees to furnish to the Premises during reasonable hours of generally recognized business days, subject to the conditions and in accordance with the standards set forth in writing by Landlord from time to time during the term of this Lease and delivered to Tenant, reasonable quantities of electric current for normal lighting and office equipment, heating and air conditioning required in Landlord's judgment for the comfortable use and occupation of the Premises, and janitorial service for the Premises, five days a week. If Tenant loses keys to the Premises, it shall be Tenant's sole responsibility to pay for the re-key of the Premises. Landlord shall not be liable for, and Tenant shall not be entitled to any abatement or reduction of Rent by reason of Landlord's failure to furnish any of the foregoing when such failure is caused by accident, breakage, repairs, strikes, lockouts or other labor disputes of any character, or for any other causes. In its sole discretion on a reasonable basis, Landlord may bill Tenant as additional Rent the actual costs incurred to provide such additional gas and/or electricity beyond normal business hours of 7:00 a.m. to 6:00 p.m., Monday through Friday, excluding any national holidays, and uses beyond those uses set forth on Page 1.

**10. USE:** Tenant shall use the Premises solely for the uses set forth in the Basic Lease Information on Page 1 and shall not use the Premises for any other purpose. Tenant shall be solely responsible for obtaining any necessary governmental approvals of such use. Tenant warrants that it shall not make any use of the Premises, which may cause contamination of the soil, the subsoil or groundwater. Tenant shall not do, bring, or keep anything in or about the Premises that will cause a cancellation of any insurance covering the Premises. If the rate of any insurance carried by Landlord is increased as a result of Tenant's use, Tenant shall pay to Landlord within 30 days before the date Landlord is obligated to pay a premium on the insurance, or within ten days after Landlord delivers to Tenant a certified statement from Landlord's insurance carrier stating that the rate increase was caused solely by an activity of Tenant on the Premises as permitted in this Lease, whichever date is later, a sum equal to the difference between the original premium and the increased premium. In no event shall Tenant use the Premises as an "executive suite" for the purposes of holding seminars or educational classes on a regular basis, or for any other use that would cause the density of occupancy of the Premises or the amount of pedestrian traffic through the Building to exceed the level ordinary for typical office operations. Landlord reserves the right to prescribe the weight and position of all safes, fixtures and heavy installations that Tenant desires to place in the Premises so as to distribute properly the weight, or to require plans prepared by a qualified structural engineer for such heavy objects, which shall be prepared at Tenant's sole cost and expense.

**11. COMPLIANCE WITH THE LAW:** Tenant shall not use the Premises or permit anything to be done in or about the Premises which will in any way conflict with any law, statute, zoning restriction or ordinance now in force or which may hereafter be enacted or subject Landlord to any liability for injury to any person or property by reason of any business operation being conducted in or about the Premises.

Tenant shall, at its sole cost and expense, promptly comply with all laws, statutes, ordinances, and governmental regulations relating to or affecting the condition, use, or occupancy of the Premises.

Neither Tenant, nor any assignee, subtenant or occupier of any portion of the Premises, shall permit the introduction, placement, use, generation, manufacture, storage, disposal or transportation of any hazardous, poisonous or toxic substance, material waste of any kind that may be hazardous to health and/or the environment, including, without limitation, substances from time to time identified as such by federal and/or state laws and regulations, without the prior written consent of Landlord.

**12. ALTERATIONS AND ADDITIONS:** Tenant shall not make or suffer to be made any alterations, additions, or improvements to the Premises (collectively "Alterations"). Any Alterations, including but not limited to, wall covering, paneling, and built-in cabinet work, but excepting moveable furniture and trade fixtures, shall on the expiration of the term become a part of the realty and belong to Landlord, and shall be surrendered with the Premises. However, Landlord can elect within 30 days before expiration of the term, or within five days after termination of the term, to require Tenant to remove any Alterations that Tenant has made to Premises. If Landlord so elects, Tenant, at its own cost, shall restore the Premises to the condition designated by Landlord in its election, before the last day of the term, or within 30 days after notice of election is given, whichever is later. Tenant shall indemnify, defend and hold the Landlord, the Building and Premises free and harmless from any liability, loss, damage, cost, attorneys' fees and other expenses incurred on account of such construction, or claims by any person performing work or furnishing materials or supplies for Tenant or any persons claiming under Tenant.

**13. REPAIRS AND MAINTENANCE:** By taking possession of the Premises, Tenant shall be deemed to have accepted the Premises as being in good and sanitary order, condition and repair, excepting only latent defects. Tenant shall, at Tenant's sole cost and expense, maintain the Premises, and the areas adjacent thereto, in good, clean and safe condition and repair, including such repairs which are necessary to restore the Premises to their original state following damage due to fire, flood or other causes. Tenant shall be solely responsible for maintaining and repairing, within the Premises, plumbing, all fixtures, electrical lighting, sidelights, ceilings, flooring, windows, doors, plate glass, and interior walls. In addition, Tenant shall be responsible for all repairs made necessary by Tenant or Tenant's invitees. Landlord shall have no obligation to alter, remodel, improve, repair, decorate or paint the Premises except as specifically set forth in this Lease. Under no circumstances shall Tenant make any repairs to the Building or to the mechanical, electrical or

heating, ventilating or air conditioning systems of the Premises or the Building, unless such repairs are previously approved in writing by Landlord.

Landlord shall be responsible for repairing any latent defects and making all structural repairs to the Building, and shall maintain the roof, sidewalls, and foundations of the Building in good, clean and safe condition and repair. Landlord shall also maintain all landscaping, driveways, parking lots, fences, signs, sidewalks and other exterior Common Areas of the Building and Lot. Landlord shall be responsible for maintenance and repair of all heating, air conditioning, ventilation systems and all common area plumbing.

**14. WASTE:** Tenant shall not use the Premises in any manner that will constitute waste, nuisance, or unreasonable annoyance to owners or occupants of adjacent properties or to other tenants of the Building. Tenant shall not commit or suffer to be committed any waste in or upon the Premises and shall keep the Premises in first class repair and appearance.

**15. LIENS:** Tenant shall keep the Premises and the property on which the Premises are situated free from any liens arising out of any work performed, materials furnished, or obligations incurred by Tenant. Landlord may, at its election, and upon ten days' notice to Tenant, remove any liens, in which case Tenant shall pay to Landlord the cost of removing the lien, including attorneys' fees.

**16. ASSIGNMENT AND SUBLETTING:** Tenant shall not, either voluntarily or by operation of law, assign, transfer, or hypothecate this Lease, nor sublet the Premises or any part thereof, or permit the use or occupancy by any other party without the written consent of the Landlord first had and obtained, which consent shall not be unreasonably withheld. Any attempted assignment, transfer, or subletting without such consent shall be void and shall constitute a breach of this Lease without the need for notice to Tenant. The acceptance of Rent by Landlord from any other person shall not be deemed consent to any assignment or subletting.

Tenant shall give Landlord written notice of Tenant's desire to assign or sublet at least 30 days in advance. Landlord shall then have 10 days following receipt of such notice within which to notify Tenant of its decision with respect to the proposed sublease or assignment. The withholding of Landlord's consent to the assignment or subletting will be deemed to have been reasonable where based upon Landlord's good faith determination of: (i) the inability of assignee or subtenant to fulfill the Lease terms; (ii) the financial irresponsibility of assignee; (iii) the lack of suitability of assignee's or subtenant's intended use of the Premises; or (iv) the intended unlawful or undesirable use of the Premises by subtenant or assignee; provided, however, that the foregoing enumeration shall not be exclusive. If Landlord's consent to the assignment or subletting cannot reasonably be withheld, Landlord shall then have a period of 30 days following receipt of such notice within which to notify Tenant that Landlord elects either (i) to terminate this Lease as to that portion of the Premises so affected as of the date so specified by Tenant, in which event Tenant will be

relieved of all further obligations hereunder as to such portions of the Premises, or (ii) to permit Tenant to make such assignment or sublease subject to the following:

A. Any such assignment, sublease or the like must be pursuant to a written agreement in a form acceptable to Landlord. No sublease or assignment by Tenant shall relieve Tenant of any liability hereunder.

B. The monthly base Rent (adjusted on a per rentable square foot basis) shall be at or higher than the monthly base Rent then being agreed upon by Landlord on new leases in the Building for comparable size space and comparable terms and Tenant shall not grant greater concessions to the assignee or subtenant than are being offered by Landlord (adjusted on a per rentable square foot basis) to new tenants leasing a comparable amount of space for a comparable period of time.

C. One-half of any sums or other economic consideration received by Tenant as a result of such subletting, which exceed in the aggregate the total sums which Tenant is obligated to pay Landlord under this Lease (prorated to reflect obligations allocable to that portion of the Premises subject to such sublease), shall be payable to Landlord as an additional Rent under this Lease without affecting or reducing any other obligation of Tenant hereunder.

D. Tenant immediately and irrevocably assigns to Landlord, as security for Tenant's obligations under this Lease, all Rent from any subletting of all or a part of the Premises as permitted by this Lease, and Landlord, may collect such Rent and apply it toward Tenant's obligations under this Lease.

E. No assignee or subtenant shall be an existing tenant of the Building unless no other comparable space then exists within Landlord's control.

F. No proposed sublease or assignment will result in substantially more people working at, or visiting, the Premises than the maximum number of people who worked at, or visited the Premises at the time when Tenant was the sole occupant thereof.

G. No assignment or sublease shall be valid and no assignee or subtenant shall take possession of the Premises until an executed counterpart of such assignment or sublease has been delivered to Landlord containing a copy of this Lease and expressly providing that Tenant and assignee or subtenant are jointly and severally liable for the payment of all sums due under this Lease and the performance and observance of all the agreements, covenants, conditions and provisions to be performed and observed by Tenant under this Lease.

Any sale or other transfer, including transfer by consolidation, merger, or reorganization, of the majority of the voting stock of Tenant if Tenant is a corporation, or of a majority of the partnership interests in Tenant if Tenant is a partnership, or of any lesser interest that affects a change in the identity of the persons exercising control of such corporate or partnership Tenant, shall be an assignment for purposes of this Paragraph.

**17. INDEMNITY:** Tenant shall indemnify, defend, protect and hold Landlord, any partner, co-venturer, co-tenant, officer, director, employee, agent or representative of Landlord harmless against and from all claims, damages and liabilities arising from Tenant's use of the Premises for the conduct of Tenant's business or from any activity, work, or other thing done, permitted or suffered by Tenant in or about the Building, and shall further indemnify and hold Landlord, any partner, co-venturer, co-tenant, officer, director, employee, agent or representative of Landlord harmless against and from any and all claims, damages and liabilities directly arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease, or arising from any act or negligence of the Tenant or any officer, agent, employee, guest, or invitee of Tenant, and from all and against all costs, attorneys' fees, expenses, and liabilities incurred in or about any such claim or any action or proceeding brought thereon, and, in any case, action, or proceeding brought against Landlord by reason of any such claim. Tenant upon notice from Landlord shall defend the same at Tenant's expense by counsel reasonably satisfactory to Landlord, or Landlord may, at its election, defend the same, in which case Tenant shall reimburse Landlord for all costs incurred, including attorneys' fees. Tenant as a material part of the consideration to Landlord under this Lease, hereby assumes all risk of damage to property or injury to persons in, upon or about the Premises, except that Tenant shall not assume any risk for damage to Tenant resulting from the sole active negligence of Landlord or its authorized representatives.

Landlord shall not be liable for injury or damage which may be sustained by the person or property of Tenant, its employees, invitees or customers, or any other person in or about the Premises, caused by or resulting from fire, electricity, gas, water or rain which may leak or flow from or into any part of the Premises, or from the breakage, leakage, obstruction or other defects from pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures, whether such damage or injury results from conditions arising upon the Premises or upon other portions of the Building or from other sources. Landlord shall not be liable for any damages arising from any act or omission by any other tenant of the Building.

**18. DAMAGE TO PREMISES OR BUILDING:** All injury to the Premises or the Building caused by moving the property of Tenant or its employees, agents, guests or invitees into or out of the Building and all breakage done by Tenant or its employees, agents, guests or invitees of Tenant, as well as any damage to the Premises or the Building due to the negligence of Tenant or its employees, agents, guests or invitees shall be repaired as determined by the Landlord at the expense of the Tenant.

**19. TENANT'S INSURANCE:** Tenant shall, at all times during the term of this Lease and at its sole cost and expense, maintain (a) Commercial General Liability Insurance (including protective liability coverage on operations of independent contractors engaged in providing any goods or services to the Premises and also blanket contractual liability coverage) on an "occurrence" basis for the benefit of Tenant, Landlord and Landlord's property manager as additional named insured against claims for "personal injury" liability, including without limitation, bodily injury, death, or property damage liability with a single limit of not less than \$2,000,000 in the event of "personal injury" to any number of persons or of damages to property arising out of any one "occurrence"; and liquor liability, assault and battery coverage at \$1,000,000 per occurrence should Tenant serve alcohol on the Premises. Such insurance may be furnished under a "primary" policy and an "umbrella" policy, provided that it is primary insurance and not excess over or contributory with any insurance in force for Landlord; (b) insurance against loss or damage by fire and such other risks and hazards as are insurable under present and future standard forms of fire and extended coverage insurance policies, to the personal property, furniture, furnishings, fixtures and improvements (including but not limited to interior walls, inside face of exterior walls, flooring, and ceilings) belonging to Tenant and Landlord located in the Premises for not less than 100% of the actual replacement value thereof; and (c) Business Interruption Insurance against loss of income by reason of any hazard covered under the insurance required under subsections (a) and (b) of this Paragraph in an amount sufficient to avoid any coinsurance penalty, but in any event for not less than one year's gross Rent for the Premises. All such policies shall have a deductible of no more than \$1,000.

All such insurance shall name Landlord, and any other parties designated by Landlord, as an additional insured, shall be effected under policies issued by insurance companies authorized to do business in the State of California, with a financial rating of at least an A:XII status as rated in the most recent edition of Best's Insurance Reports, shall be in forms and for amounts approved by Landlord, which approval shall not be unreasonably withheld, and shall provide that Landlord and Landlord's lender shall receive 30 days' written notice from the insurer prior to cancellation or change of coverage and that no act or default of Tenant or any other person shall affect the right of Landlord to recover thereunder. Tenant shall deliver policies of such insurance or certificates thereof to Landlord on or before the Commencement Date, and thereafter at least 30 days before the expiration dates of expiring policies; and, in the event Tenant shall fail to procure such insurance or to deliver such policies or certificates, Landlord may, at its option, procure same for the account of Tenant, and the cost thereof shall be paid to Landlord within ten days after delivery to Tenant of bills therefore.

As long as their respective insurers so permit, Landlord and Tenant hereby mutually waive their respective rights of recovery against each other from any loss insured by fire, extended coverage, and other property insurance policies existing for the benefit of the respective parties.

**20. WAIVER:** No delay or omission in the exercise of any right or remedy of Landlord or Tenant on any default by Tenant or Landlord shall impair such a right or remedy or be construed as a waiver.

The subsequent acceptance of Rent by Landlord after breach by Tenant of any covenant or term of this Lease shall not be deemed a waiver of such breach, other than a waiver of timely payment for the particular Rent involved and shall not prevent Landlord from maintaining an unlawful detainer or other action based on such breach.

No act or conduct of Landlord, including without limitation the acceptance of the keys to the Premises, shall constitute an acceptance of the surrender of the Premises by Tenant before the expiration of the term. Only a notice from Landlord to Tenant shall constitute acceptance of the surrender of the Premises and accomplish a termination of the Lease.

Landlord's consent to or approval of any act by Tenant requiring Landlord's consent or approval shall not be deemed to waive or render unnecessary Landlord's consent to or approval of any subsequent act by Tenant.

Any waiver by Landlord or Tenant of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of the Lease.

The waiver by Landlord of any breach of any term, covenant or condition of this Lease shall not be deemed a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition.

**21. ENTRY BY LANDLORD:** Landlord reserves and shall at any and all reasonable times have the right to enter the Premises to inspect the same, to supply any service to be provided by Landlord to Tenant hereunder, to show the Premises to prospective purchasers or tenants, to post notices of non-responsibility, and to maintain and repair the Premises and any portion of the Building that Landlord may deem necessary or desirable, without abatement of rent, and may for that purpose erect scaffolding and other necessary structures, where reasonably required by the character of the work to be performed, always providing that the entrance to the Premises shall not be blocked thereby and further providing that the business of the Tenant shall not be interfered with unreasonably. Tenant hereby waives any claims for damages or for any injury or inconvenience to or interference with Tenant's business, any loss of occupancy or quiet enjoyment of the Premises, and any other loss occasioned thereby. For each of the aforesaid purposes, Landlord shall at all times have a key with which to unlock the doors in the Premises, excluding Tenant's vaults, safes and files, and Landlord shall have the right to use any and all means which Landlord may deem proper to open said doors in the event of an emergency (as determined by Landlord or its employees or representatives acting in

good faith), in order to obtain entry to the Premises without liability to Tenant. Any entry to the Premises obtained by Landlord by any of said means or otherwise shall not under any circumstances be construed or be deemed to be a forcible or unlawful entry into, or a detainer of the Premises, or an eviction of Tenant from the Premises or any portion thereof.

**22. CASUALTY DAMAGE:** In case the Building shall be so damaged by fire or other casualty that substantial reconstruction of the Building shall be required, Landlord may, at its option, terminate this Lease by notifying Tenant in writing of such termination within 60 days after the date of such damage, in which event the Rent shall be abated as of the date of such damage. If the damage does not require substantial reconstruction or if Landlord does not thus elect to terminate this Lease, Landlord shall within 120 days after the date of such damage commence to repair and restore the Building and shall proceed with reasonable diligence to restore the Building to substantially the same condition in which it was immediately prior to the happening of the casualty, except that Landlord shall not be required to rebuild, repair or replace any part of Tenant's furniture and furnishings or fixtures and equipment removable by Tenant under the provisions of this Lease. Upon Tenant's request, and at Tenant's cost, funded either by Tenant's required insurance, or via direct payment from Tenant if such insurance is deemed to be insufficient, Landlord may reconstruct the Premises as they existed prior to the damages, but such work shall not exceed the scope of the work done by Landlord in originally constructing the Building or the Premises, nor shall Landlord in any event be required to spend for such work an amount in excess of the insurance proceeds actually received by Landlord as a result of the fire or other casualty from its carrier or from Tenant or Tenant's carrier. Tenant shall not be entitled to any compensation or damages from Landlord, and Landlord shall not be liable, for any loss of the use of the whole or any part of the Premises, the Building, Tenant's personal property, or any inconvenience or annoyance occasioned by such loss of use, damage, repair, reconstruction or restoration, except that, subject to the provisions of the next sentence, Landlord shall allow Tenant a diminution of Rent on a square footage basis during the time and to the extent the Premises are unfit for occupancy. If the Premises or any other portion of the Building are damaged by fire or other casualty resulting from the act, omission, fault or negligence of Tenant or any of Tenant's agents, employees, or invitees, the Rent shall not be diminished during the repair of such damage and Tenant shall be liable to Landlord for the cost and expenses of the repair and restoration of the Building caused thereby to the extent such cost and expense is not covered by insurance proceeds. Any insurance, which may be carried by Landlord or Tenant against loss or damage to the Building or to the Premises, shall be for the sole benefit of the party carrying such insurance and under its sole control.

**23. CONDEMNATION:** If the whole or, substantially the whole of the Building or Premises should be condemned, then Landlord shall have the right to terminate this Lease as of the date when physical possession of the Building or the Premises (or portion thereof) is taken by the condemning authority. If less than substantially the whole of the Building or the Premises is thus taken or sold, Landlord (whether or not



the Premises are affected thereby) may terminate this Lease by giving written notice thereof to Tenant within 60 days after the right to election accrues, in which event this Lease shall terminate as of the date when physical possession of such portion of the Building or Premises is taken by the condemning authority. If, upon any such condemnation of less than substantially the whole of the Building or the Premises, this Lease shall not be thus terminated and Tenant agrees to continue in tenancy as long as Tenant is not materially affected by the condemnation. The Rent payable hereunder shall be diminished by an amount representing that part of the Rent as shall properly be allocable to the portion of the Premises which was so condemned, and Landlord shall, at Landlord's sole expense, restore and reconstruct the remainder of the Building and the Premises to substantially their former condition to the extent that the same, in Landlord's judgment, may be feasible, but such work shall not exceed the scope of the work done in originally constructing the Building, nor shall Landlord in any event be required to spend for such work an amount in excess of the amount received by Landlord as compensation awarded upon a taking of any part or all of the Building or the Premises. Landlord shall be entitled to and shall receive the total amount of any award made with respect to condemnation of the Premises or Building, regardless of whether the award is based on a single award or a separate award as between the respective parties, and to the extent that any such award or awards shall be made to Tenant or any person claiming through or under Tenant, Tenant hereby irrevocably assigns to Landlord all of its rights, title and interest in and to any such awards. The foregoing notwithstanding, and if Tenant be not in default for any reason, Landlord shall turn over to Tenant, promptly after receipt thereof by Landlord, that portion of any such award received by Landlord hereunder which is attributable to Tenant's fixtures and equipment which are condemned as part of the property taken but which Tenant would otherwise be entitled to remove, and the appraisal of the condemning authority with respect to the amount of any such award allocable to such items shall be conclusive. The foregoing shall not, however, be deemed to restrict Tenant's right to pursue a separate award specifically for its relocation expenses or the taking of Tenant's personal property or trade fixtures.

If all or any portion of the Premises is condemned or otherwise taken for a limited period of time, this Lease shall remain in full force and effect and Tenant shall continue to perform all terms and covenants of this Lease, provided, however, Rent shall abate during such limited period in proportion to the portion of the Premises that is rendered unusable as a result of such condemnation or other taking.

**24. TENANT'S DEFAULT:** The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by Tenant:

- A. The failure by Tenant to make any payment of Rent or any other payment required to be made by Tenant hereunder as and when due, where such failure shall continue for a period of five days after the due date.

B. Tenant's failure to observe or perform any of the covenants, conditions, or provisions of this Lease to be observed or performed by Tenant, other than as described in Paragraph 24.A above, where such failure shall continue for a period of ten days after written notice thereof by Landlord to Tenant; provided, however, that if the nature of Tenant's default is such that more than ten days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant commences such cure within said ten-day period and thereafter diligently prosecutes such cure to completion, provided, however, that Tenant shall indemnify and defend Landlord against any liability, claim, damage, loss or penalty that may be threatened or may in fact arise from that failure during the period the failure remains uncured.

C. The making by Tenant of any general assignment or general arrangement for the benefit of creditors, or the appointment of a trustee or a receiver to take possession of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where possession is not restored to Tenant within 30 days, or the attachment, execution, or other judicial seizure of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where such seizure is not discharged in 30 days.

D. The filing of any voluntary petition in bankruptcy by Tenant, or the filing of any involuntary petition by Tenant's creditors, which involuntary petition remains undischarged for a period of 30 days. In the event that under applicable law the trustee in bankruptcy or Tenant has the right to affirm this Lease and perform the obligations of Tenant hereunder, such trustee or Tenant shall, in such time period as may be permitted by the bankruptcy court having jurisdiction, cure all defaults of Tenant hereunder outstanding as of the date of the affirmance of this Lease, and provided to Landlord such adequate assurances as may be necessary to ensure Landlord of the continued performance of Tenant's obligation under this Lease.

E. Without the prior written consent of Landlord, which shall not be unreasonably withheld, selling, leasing, assigning, encumbering, hypothecating, transferring, or otherwise disposing of all or substantially all of Tenant's assets.

**25. REMEDIES FOR TENANT'S DEFAULT:** In the event of Tenant's default, Landlord may:

A. Terminate Tenant's right to possession of the Premises by any lawful means, in which case this lease shall terminate and Tenant shall immediately surrender possession of the Premises to Landlord. In such event, Landlord shall be entitled to recover from Tenant:

- i. the worth at the time of the award of any unpaid Rent which had been earned at the time of such termination; plus

ii. the worth at the time of the award of the amount by which the unpaid Rent which would have been earned after termination until the time of the award exceeds the amount of such Rental loss which Tenant proves could have been reasonably avoided; plus

iii. the worth at the time of the award of the amount by which the unpaid Rent for the balance of the term after the time of the award exceeds the amount of such Rental loss which Tenant proves could be reasonably avoided; plus

iv. any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom (including, without limitation, the cost of recovering possession of the Premises, expenses of reletting including necessary renovation and alteration of the Premises, reasonable attorneys' fees, and real estate commissions actually paid and that portion of the leasing commission paid by Landlord and applicable to the unexpired portion of this Lease); plus

v. such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by applicable California Law.

As used in subsections (i) and (ii) above, the "worth at the time of the award" shall be computed by allowing interest 10% per annum.

As used in subsection (iii) above, the "worth at the time of the award" shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of the award plus 1%.

B. Continue this Lease in full force and effect, and the Lease will continue in effect, as long as Landlord does not terminate Tenant's right to possession, and Landlord shall have the right to collect Rent when due (it is the intention of the parties that Landlord shall have the remedy described in California Civil Code Section 1951.4, which provides that a Landlord may continue the lease in effect after a Tenant's breach and abandonment and recover Rent as it becomes due, if Tenant has the right to sublet or assign, subject only to reasonable limitations). During the period Tenant is in default, Landlord can enter the Premises and relet them, or any part of them, to third parties for Tenant's account. Tenant shall be liable immediately to Landlord for all costs Landlord incurs in reletting the Premises, including, without limitation, brokers commissions, expenses of remodeling the Premises required by the reletting, and like costs. Reletting can be for a period shorter or longer than the remaining term of this Lease. Tenant shall

pay to Landlord the Rent due under this Lease on the dates the Rent is due, less the Rent Landlord receives from any reletting. In no event shall Tenant be entitled to any excess Rent received by Landlord. No act by Landlord allowed by this Paragraph 25 shall terminate this Lease unless Landlord notifies Tenant that Landlord elects to terminate this Lease. After Tenant's default and for as long as Landlord does not terminate Tenant's right to possession of the Premises, if Tenant obtains Landlord's consent, Tenant shall have the right to assign or sublet its interest in this Lease, but Tenant shall not be released from liability. Landlord's consent to a proposed assignment or subletting shall not be unreasonably withheld.

C. Cure the default at Tenant's cost. If Landlord at any time, by reason of Tenant's default, pays any sum or does any act that requires the payment of any sum, the sum paid by Landlord shall be due immediately from Tenant to Landlord at the time the sum is paid, and if paid at a later date shall bear interest at the maximum rate an individual is permitted by law to charge from the date the sum is paid by Landlord until Landlord is reimbursed by Tenant. The sum, together with interest on it, shall be additional Rent.

The foregoing remedies are not exclusive; they are cumulative, in addition to any remedies now or later allowed by law, to any equitable remedies Landlord may have, and to any remedies Landlord may have under bankruptcy laws or laws affecting creditors' rights generally.

**26. SURRENDER OF PREMISES:** On expiration or earlier termination of this Lease, Tenant shall surrender to Landlord the Premises in good condition. Tenant shall remove all its personal property. Tenant shall perform all restoration made necessary by the removal of any alterations or Tenant's personal property within the time periods stated in this Paragraph.

Landlord may elect to retain or dispose of in any manner any Alterations or any of Tenant's personal property that Tenant does not remove from the Premises on expiration or termination of the term by giving at least ten days' written notice to Tenant. Title to any such Alterations or any of Tenant's personal property that Landlord elects to retain or dispose of on expiration of the ten-day period shall vest in Landlord. Tenant shall be liable to Landlord for Landlord's costs for storing, removing, and disposing of any such Alterations or any of Tenant's personal property.

**27. DEFAULT BY LANDLORD:** Landlord shall not be deemed to be in default in the performance of any obligation required to be performed by it hereunder unless and until it has failed to perform such obligation within 30 days after written notice by Tenant to Landlord specifying wherein Landlord has failed to perform such obligation, provided, however, that if the nature of Landlord's obligation is such that more than 30 days are required for its performance, then Landlord shall not be deemed to be in default if it shall

commence such performance within such 30 day period and thereafter diligently prosecute the same to completion. In no event shall Landlord be liable to Tenant for loss of profits, business interruption, or consequential damages if Landlord performs its obligations within the time periods specified in this Paragraph. In no event shall Tenant have the right to terminate this Lease as a result of Landlord's default, it being agreed that Tenant's remedies shall be limited to money damages and injunctive relief.

Tenant agrees to give any mortgagee and/or trust deed holders, by certified mail, a copy of any notice of default served upon the Landlord, provided that prior to such notice Tenant has been notified in writing (by way of Notice of Assignment of Rents and Leases, or otherwise) of the address of such mortgagee and/or trust deed holder. Tenant further agrees that if Landlord shall have failed to cure such default within the time provided for in this Lease, then the mortgagees and/or trust deed holders shall have an additional 30 days within which to cure such default, or if such default cannot be cured within that time, then such additional time as may be necessary if within 30 days mortgagee and/or trust deed holder has commenced and is diligently pursuing the remedies necessary to cure such default (including, but not limited to, commencement of foreclosure proceedings, if necessary to effect such cure), in which event this Lease shall not be terminated while remedies are being so diligently pursued.

**28. ESTOPPEL CERTIFICATE:** Tenant shall at any time and from time to time upon not more than ten days prior written notice from Landlord execute, acknowledge, and deliver to Landlord a statement in writing (a) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease as modified is in full force and effect) and the date to which the Rental and other charges are paid in advance, if any; (b) certifying that the Premises have been accepted by Tenant; (c) confirming the Commencement Date and the expiration date of the Lease; and (d) acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of the Landlord hereunder, or specifying such defaults, if any are claimed; and (e) confirming such other information as may reasonably be requested by Landlord. Any such statement may be relied upon by a prospective purchaser or encumbrancer of all or any portion of the real property of which the Premises are a part.

**29. PARKING:** Landlord shall use all reasonable efforts to ensure that parking spaces are available for Tenant's use, but shall not be required to tow parked cars, provide sanctions against improper parking, or otherwise take steps to free occupied parking spaces for Tenant's use. All parking spaces shall be undesignated, except as otherwise marked from time to time by appropriate signage. Landlord shall not be liable for any claims, losses, damages, expenses or demands with respect to any injury or damage to vehicles of Tenant, its employees, agents, guests or invitees that are parked in the parking areas, except for such loss or damage as may be caused by Landlord's gross negligence or willful misconduct, and Tenant agrees to indemnify, defend, protect and hold Landlord harmless from and against any such claim, loss, damage, demand, cost, or expense.

**30. SALE OF PREMISES:** In the event of any sale of the Building, Landlord shall be and hereby is entirely freed and relieved of all liability under any and all of its covenants and obligations contained in or derived from this Lease and the purchaser shall be deemed to have assumed and agreed to carry out any and all of the covenants and obligations of Landlord under this Lease.

**31. SUBORDINATION, ATTORNMEN:** Tenant agrees and acknowledges that this Lease is subordinate to the lien of any mortgage, deed of trust or ground lease, but that, at the Lender's election, this Lease may be made prior to the lien of any mortgage, deed of trust or ground lease, and in the event a lender succeeds to the interests of Landlord under this Lease, then, at the lender's election (a) Tenant shall be bound to the lender under all the terms, covenants and conditions of this Lease for the remaining balance of the term hereof, with the same force and effect as if the lender were the lessor hereunder, and Tenant does hereby agree to attorn to the lender as its lessor without requiring the execution of any further instruments immediately upon the lender succeeding to the interests of Landlord under this Lease; provided, however, that Tenant agrees to execute and deliver to the lender any instrument reasonably requested by it to evidence such attornment; and (b) subject to the observance and performance by Tenant of all the terms, covenants and conditions of this Lease on the part of Tenant to be observed and performed, the lender shall recognize the leasehold estate of Tenant under all the terms and conditions of this Lease for the remaining balance of the term with the same force and effect as if the lender were the lessor under the Lease.

In the event any proceedings are brought for foreclosure, or in the event of a sale or exchange of the real property on which the Building is located, or in the event of the exercise of the power of sale under any mortgage or deed of trust made by Landlord covering the Premises, at purchaser's election Tenant shall attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser as the Landlord under this Lease.

**32. AUTHORITY OF PARTIES:**

**A. Tenant's Authority:** If Tenant is a corporation, each individual executing this Lease on behalf of said corporation represents and warrants that he/she is duly authorized to execute and deliver this Lease on behalf of said corporation, and that this Lease is binding upon said corporation in accordance with its terms. If Tenant is a partnership, each individual executing this Lease on behalf of said partnership represents and warrants that he is duly authorized to execute and deliver this Lease on behalf of said partnership under the terms of the partnership agreement of said partnership. Tenant shall provide Landlord with corporate resolutions, copy of partnership agreement or other proof in a form acceptable to Landlord authorizing the execution of the Lease at the time of such execution.

**B. Landlord's Authority:** Landlord is a partnership, and each individual executing this Lease on behalf of said partnership represents and warrants that he/she is duly authorized to execute and deliver this Lease on behalf of said partnership under the terms of the partnership agreement of said partnership.

**33. BROKER:** Tenant warrants that it has had no dealings with any real estate broker or agent in connection with the negotiation of this Lease except for the broker or brokers disclosed to Landlord in writing and included on page 1 if applicable, ("Broker"), and it knows of no other real estate broker or agent who is entitled to a commission in connection with the Lease. Tenant agrees to indemnify and defend Landlord and hold Landlord harmless from any claims for brokerage commissions arising out of any discussion allegedly had by Tenant with any broker other than Broker.

**34. HOLDING OVER:** Upon termination of the Lease or expiration of the term hereof, if Tenant retains possession of the Premises without Landlord's prior written consent, then Tenant's possession shall be deemed a tenancy at sufferance and Landlord may bring an action for possession or detainer at any time thereafter. In addition, Tenant shall be liable for the value of its use and occupation of the Premises at 150% of the last monthly base rental in effect at the termination or expiration of the term, and Landlord's acceptance of payment of the same shall not constitute a renewal of the Lease, shall not be deemed to waive Landlord's right of reentry, and shall not create a month-to-month or any other periodic tenancy. If Tenant fails to surrender the Premises upon the expiration of this Lease despite demand to do so by Landlord, Tenant shall indemnify and hold Landlord harmless from all loss or liability, including without limitation, any claim made by any succeeding tenant founded on or resulting from such failure to surrender.

**35. RULES AND REGULATIONS:** Tenant shall faithfully observe and comply with the reasonable rules and regulations that Landlord shall from time to time promulgate. Landlord reserves the right from time to time to make all reasonable modifications to said rules. (A copy of the present Rules and Regulations is attached hereto as Exhibit C.) Landlord shall not be responsible to Tenant for the non-performance of any of said rules by other tenants or occupants.

**36. BUILDING PLANNING:** In the event Landlord requires the Premises for use in conjunction with another suite or for other reasons connected with the Building planning program, Landlord, upon written notice to Tenant, shall have the right to move Tenant to a substantially like configuration in the Building, at Landlord's sole cost and expense, and the terms and conditions of this Lease shall remain in full force and effect, save and except the Premises shall be in a new location. Landlord shall reimburse Tenant for all reasonable costs incurred by Tenant as a result of the exercise by Landlord of its right hereunder.

**37. GENERAL PROVISIONS:**

**A. *Joint Obligation:*** If there be more than one Tenant, the obligations hereunder imposed upon Tenant shall be joint and several.

**B. *Time:*** Time is of the essence in this Lease and with respect to each and all of its provisions in which performance is a factor.

**C. *Quiet Possession:*** Upon Tenant paying the Rent reserved hereunder, and observing and performing all the covenants, conditions, and provisions on Tenant's part to be observed and performed hereunder, Tenant shall have quiet possession of the Premises for the entire term hereof, subject to all the provisions of this Lease.

**D. *Prior Agreement:*** This Lease contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Lease, and no prior agreements or understanding pertaining to any such matters shall be effective for any purpose. No provision of this Lease may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors in interest. This Lease shall not be effective or binding on any party until fully executed by both parties hereto.

**E. *Inability to Perform:*** This Lease and the obligations of Tenant hereunder shall not be affected or impaired because the Landlord is unable to fulfill any of its obligations or furnish services and utilities hereunder or is delayed in doing so, if such inability or delay is caused by reason of acts of God, strikes, lockouts, labor troubles, inability to procure materials, governmental laws or regulations, governmental requests for the general public welfare, or other causes beyond the reasonable control of Landlord.

Notwithstanding the foregoing, if, as a result of any such inability on the part of Landlord (other than inability related to an act, omission or failure to act of Tenant) possession of the Premises by Tenant is delayed, or Tenant's quiet enjoyment of the Premises is substantially impaired, for a consecutive period of not less than 60 days, Tenant may, as its sole remedy for such delay, terminate this Lease by written notice to Landlord.

**F. *Landlord's Personal Liability:*** The liability of Landlord (which, for purposes of this paragraph, shall include the owner of the Building if other than Landlord, and any affiliates, officers, employees, partners or principals of Landlord) to Tenant for any default by Landlord under the terms of this Lease shall be limited to the interest of Landlord or any of them in the Building, and Tenant agrees to look solely to Landlord's interest in the Building for the recovery of any judgment from Landlord or any of them, it being intended that Landlord or any of them shall not be personally liable for any judgment or deficiency. The foregoing covenants are enforceable by both Landlord and any affiliates, officers, employees, partners or principals of Landlord.



**G. *Separability*:** Any provisions of this Lease which shall prove to be invalid, void, and illegal shall in no way affect, impair, or invalidate any other provision hereof, and such other provisions shall remain in full force and effect, unless Landlord in its sole discretion determines that the invalid or illegal provision affects a material benefit or obligation hereunder.

**H. *Choice of Law*:** This Lease shall be governed by the laws of the State of California.

**I. *Signs*:** Tenant shall not place any sign upon the Premises without Landlord's prior written consent. Any sign that Tenant has the right to place, construct, and maintain shall comply with all laws, and Tenant shall obtain any approval required by such laws. Landlord makes no representation with respect to Tenant's ability to obtain such approval. Installation and removal of signage shall be at Tenant's expense.

**J. *Late Charges*:** Tenant acknowledges that late payment by Tenant to Landlord of Rent will cause Landlord to incur costs not contemplated by this Lease, the exact amount of such costs being extremely difficult and impracticable to fix. Such costs include, without limitation, processing charges, accounting charges, and late charges that may be imposed on Landlord by the terms of any encumbrance and note secured by any encumbrance covering the Premises. Therefore, if any installment of Rent or other sums due from Tenant is not received by Landlord within five days of the date same are due, Tenant shall pay to Landlord an additional sum equal to 10% of such overdue amount as a late charge. The parties agree that this late charge represents a fair and reasonable estimate of the administrative and other costs that Landlord will incur by reason of late payment by Tenant. Acceptance of any late charge shall not constitute a waiver of Tenant's default with respect to the overdue amount, nor prevent Landlord from exercising any of the other rights and remedies available to Landlord.

**K. *Interest*:** Notwithstanding any other provisions of this Lease, any installment of Rent or other amounts due under this Lease not paid to Landlord when due shall bear interest from the date due or from the date of expenditure by Landlord for the account of Tenant, until the same have been fully paid, at a rate per annum which the "prime" rate announced by the Bank of America, N.T. & S.A., plus five percentage points.

**L. *Attorneys' Fees*:** In the event any legal action is brought to enforce or interpret the provisions of this Lease, the prevailing party therein, including Agent, shall be entitled to recover all costs and expenses including reasonable attorney's fees. In addition, if either party, including Agent, becomes a party to any litigation concerning this Lease, the Premises, or the Building or other improvements, by reason of any act or omission of the other party or its authorized representatives, and not by any act or omission of the party that becomes a party to that litigation or any act or omission of its authorized representatives, the party that

causes the other party to become involved in the litigation shall be liable to that party for reasonable attorneys' fees and court costs incurred by it in the litigation.

**M. *Modification:*** This Lease contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this Lease shall be of no force or effect, excepting a subsequent modification in writing signed by the party to be charged.

**N. *Successors and Assigns:*** Subject to the provisions of Paragraph 16, this Lease and each of its covenants and conditions shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns.

**O. *Accord and Satisfaction; Allocation of Payments:*** No payment by Tenant or receipt by Landlord of a lesser amount than Rent provided for in this Lease shall be deemed to be other than on account of the earliest due Rent, nor shall any endorsement or statement on any check or letter accompanying any check or payment as Rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of the Rent or pursue any other remedy provided for in this Lease.

**P. *Changes Requested by Lender:*** Neither Landlord nor Tenant shall unreasonably withhold its consent to changes or amendments to this Lease requested by the lender on Landlord's interest, so long as these changes do not alter the basic business terms of this Lease or otherwise materially diminish any right or materially increase any obligations of the party for whom consent to such change or amendment is requested.

**Q. *Furnishing Financial Statements:*** In order to induce Landlord to enter into this Lease, Tenant agrees that it shall promptly furnish Landlord, from time to time, within ten days after Landlord's written request, with financial statements (current balance sheet and most recent annual income statement) reflecting Tenant's then current financial condition and the financial condition of any guarantor under this Lease. Tenant represents and warrants that all financial statements reflecting Tenant's current financial condition, and the financial statements, records and information furnished by Tenant to Landlord in connection with this Lease are true, correct and complete in all respects.

**R. *Guarantor:*** In the event that there is a guarantor of this Lease, said guarantor shall have the same obligations as Tenant under this Lease.

**S. *After Hours Use:*** After hours use of the heating ventilating and air conditioning (HVAC) equipment are controlled by the Building's energy management system. Access to HVAC after normal business hours is allowed and monitored by Tenant's bypass timer(s) located in Premises. Tenant acknowledges that Landlord shall charge Tenant for after hours use pursuant to Paragraph 9.

**T. *No Construction Against Drafter:*** The provisions of this Lease shall be construed in accordance with the fair meaning of the language used and shall not be strictly construed against either party. If the parties delete any provision appearing in the original draft of this Lease, this Lease will be interpreted as if the deleted language were never a part of this Lease.

**U. *Independent Covenants:*** Each covenant, agreement, obligation or other provision of this Lease to be performed by each party is a separate and independent covenant of such party, and not dependent on the performance of the other party's obligations hereunder.

**38. NOTICES:** All notices and demands required to be sent to the Landlord or Tenant under the terms of this Lease shall be in writing and personally delivered or sent by certified mail, postage prepaid, or by nationally recognized overnight courier to the addresses indicated on Basic Lease Information page, or to such other addresses as the parties may from time to time designate by notice pursuant to this paragraph. Notices shall be considered given when served or two days after deposit in the U.S. mails.

**39. TELECOMMUNICATIONS:**

**A. *Limitation of Responsibility:*** Tenant acknowledges and agrees that all telephone and telecommunications services desired by Tenant shall be ordered and utilized at the sole expense of Tenant. All of Tenant's telecommunications equipment shall be and remain solely in the Premises and the telephone closet(s) on the floor(s) on which the Premises is located, in accordance with rules and regulations adopted by Landlord from time to time. Landlord shall have no responsibility for the maintenance of Tenant's telecommunications equipment, including wiring; nor for any wiring or other infrastructure to which Tenant's telecommunications equipment may be connected. Tenant agrees that, to the extent any such service is interrupted, curtailed or discontinued, Landlord shall have no obligation or liability with respect thereto and it shall be the sole obligation of Tenant at its expense to obtain substitute service.

**B. *Necessary Service Interruptions:*** Landlord shall have the right, upon reasonable prior notice to Tenant, to interrupt or turn off telecommunications facilities in the event of emergency or as necessary in connection with repairs to the Building or installation of telecommunications equipment for other tenants of the Building.

**C. *Installation and Use of Wireless Technologies:*** Except as specifically authorized and approved in this Lease, Tenant shall not utilize any wireless communications equipment (other than usual and customary cellular telephones), including antennae and satellite receiver dishes, within the Premises or the Building, without Landlord's prior written consent.

**D. *Limitation of Liability for Equipment Interference:*** In the event that telecommunications equipment, wiring and facilities or satellite and antennae equipment of any type installed by or at the request of Tenant within the Premises, on the roof, or elsewhere within or on the Building causes interference to equipment used by another party, Tenant shall assume all liability related to such interference. Tenant shall use reasonable efforts, and shall cooperate with Landlord and other parties, to promptly eliminate such interference. In the event that Tenant is unable to do so, Tenant will substitute alternative equipment which remedies the situation. If such interference persists, Tenant shall discontinue the use of such equipment, and, at Landlord's discretion, remove such equipment according to foregoing specifications.

**40. LOAD FACTOR:** The parties acknowledge that future tenant improvement construction at Solano Innovation Center may occur in a number of different configurations, which in turn may impact the load factor for first floor tenants such as Tenant. Rentable square feet utilized in this Lease is initially based on a load factor of 15%, over usable square feet. Once tenant improvements have been completed for the ground floor, Landlord shall recalculate a more accurate load factor for the Premises, and Rent shall be adjusted either up or down based on the results of the calculation. Overall, adjustments to base Rent shall pertain to load factors which shall be no lower than 13% and no higher than 17%.

IN WITNESS WHEREOF this Lease Agreement is executed on the date and year first written below:

Dated: \_\_\_\_\_

**LANDLORD:**

By: 220 Campus Lane, LLC,  
a California limited liability company,

By: MacKenzie Realty Operating Partnership, LP  
a California limited partnership, its sole  
member

By: Wiseman Company Management, LLC,  
a California limited liability company,  
its Authorized Agent

By: \_\_\_\_\_  
John Barkey, President & authorized  
signer

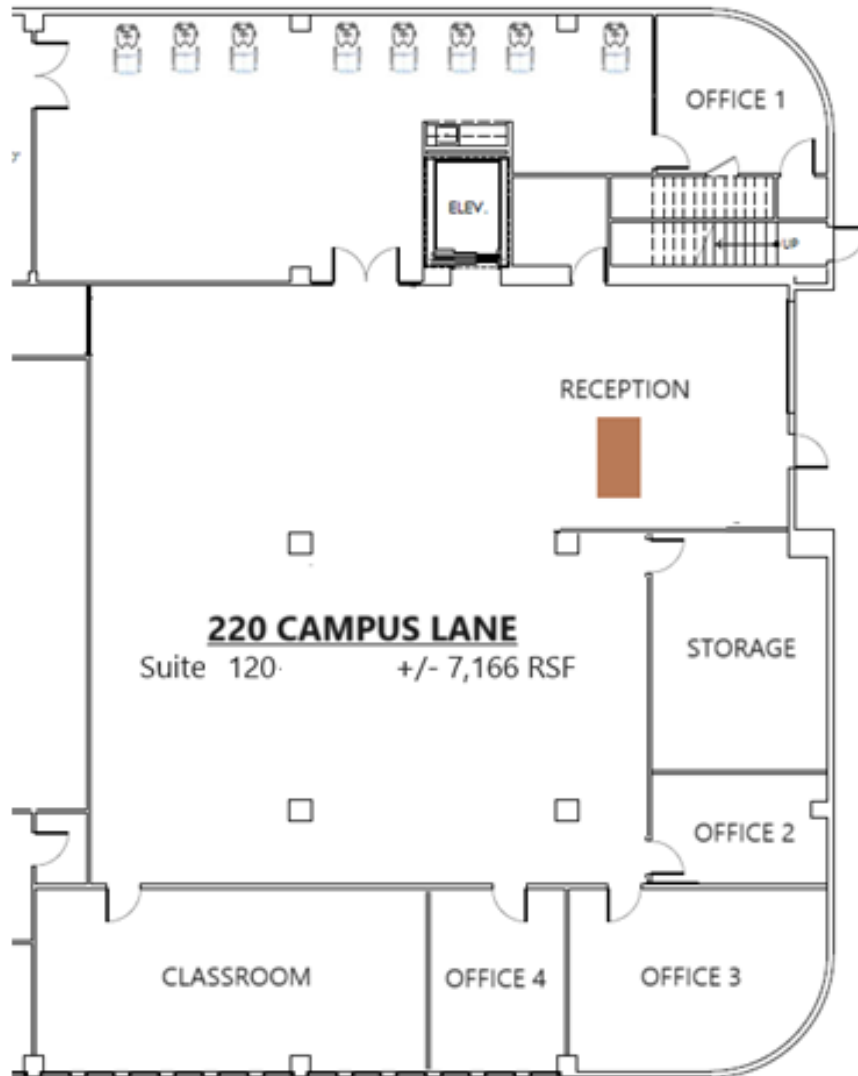
Dated: \_\_\_\_\_

**TENANT:**

Solano Community College

By: \_\_\_\_\_  
Susan Wheet, VP of Finance & Administration  
and authorized signer

**EXHIBIT A**  
**DESCRIPTION OF PREMISES**



**EXHIBIT B**  
**WORK LETTER**

The purpose of this Work Letter is to delineate the responsibilities of Landlord and Tenant with respect to the design and construction of the Premises. This Work Letter is a part of the Lease and shall be subject to all of the terms and conditions of the Lease.

**1. TENANT'S PLANS AND SPECIFICATIONS**

Tenant has approved the plans showing Tenant's proposed layout for the Premises. Upon execution of the Lease, Landlord shall cause Landlord's space planner to draw construction plans and specifications for the layout, improvement and finish of the Premises (the "Tenant Improvements") requested by the Tenant (collectively the "Drawings"). Tenant shall cooperate fully with Landlord's space planner in the preparation of the Drawings; and the Drawings shall be consistent with layouts and materials customarily used in first-class office space and shall be subject to approval by Tenant and Landlord, which approval shall not be unreasonably withheld or delayed. In no event may Tenant select window coverings different from those specified by Landlord.

**2. TENANT IMPROVEMENTS AND RESPONSIBILITY FOR PAYMENT**

Landlord agrees to pay the first \$25,000 ("Landlord Contribution") of the cost of the Drawings and of constructing the Tenant Improvements, including all architectural, engineering, construction management and building permits ("Cost"). Tenant shall pay the portion of the Cost which exceeds the Landlord Contribution ("Tenant Contribution"), currently estimated to be \$382,888. Tenant shall pay 100% of the Tenant Contribution at the time of Lease execution (in addition to first month's Rent and Deposit), The current Estimated Cost ("Estimate") is included in Exhibit F.

Prior to commencement of construction, Landlord shall provide a final Guaranteed Maximum Cost ("GMC"). If GMC exceeds the Estimate and Tenant does not agree to pay the excess, then Landlord shall be under no obligation to proceed with construction. The parties shall endeavor to modify the space plan to reduce the GMC. If the GMC continues to exceed the Estimate and neither party agrees to pay such excess, this Lease will be cancelled, and the rights and obligations of the parties shall be terminated. If the Lease is so cancelled, the cost of the Drawings shall be deducted from Tenant's deposit and the remaining deposit shall be refunded to Tenant.

Landlord Alternate Improvement Option. Landlord may, during the term of this Lease, construct a publicly accessible lobby within the Premises measuring approximately 10 feet by 30 feet, to provide access to the north elevator entry and henceforth the second floor. Removal of the existing roll-up door would be necessary. All

costs would be funded by Landlord, and Tenant's rentable square feet and Rent would decrease based on a final Premises exhibit to be prepared by Landlord's architect after the lobby is constructed.

### **3. CONSTRUCTION AND PAYMENT**

Landlord shall furnish and install within the Premises the materials and quantities described in the Drawings. Landlord's obligation hereunder shall not require Landlord to incur overtime costs and shall be subject to unavoidable delays due to acts of God, governmental restrictions, strikes, labor disturbances, shortages of material and supplies, and any other cause or event beyond Landlord's reasonable control.

Bills rendered by Landlord for charges payable hereunder by Tenant shall be paid by Tenant within 30 days of receipt thereof and all past due amounts shall bear interest at the rate provided in the Lease, from the date due until paid.

### **4. CHANGES**

Tenant shall have the right to request changes in the Tenant Improvements, which shall be subject to Landlord's reasonable approval. As soon as practical, Landlord shall notify Tenant of the estimated cost that will be chargeable to Tenant by reason of such changes, including any cost attributable to any Tenant delay that will result from such changes, and Tenant shall pay to Landlord the costs thereof. If Tenant does not approve such changes within five days, construction of the Premises shall proceed in accordance with the original Drawings.

### **5. DELAY**

Tenant shall be responsible for and pay any and all costs incurred by Landlord in connection with any delay in the commencement or completion of work caused by any changes requested by Tenant, or any other delay caused by any act or omission by Tenant, or any contractor of Tenant.



## EXHIBIT C

### BUILDING RULES AND REGULATIONS

The following rules and regulations have been formulated for the safety and well-being of all tenants of the Property. Strict adherence to these rules and regulations and any successors or additions thereto is necessary to guarantee that every tenant will enjoy a safe and undisturbed occupancy of its premises. Landlord reserves the right to amend these rules and regulations and to promulgate additional rules and regulations, but all rules and regulations shall be subject to a tenant's own lease. Any violation of these rules and regulations and any successors or additions thereto by Tenant shall constitute a default by Tenant under the Lease.

1. Throughout the Lease Term, Tenant covenants and agrees to the following:
  - A. Not to use any equipment, machinery or advertising medium which may be heard outside the Premises.
  - B. Not to use any plumbing facilities for any purpose other than that for which they were constructed.
  - C. Not to use or permit the use of any portion of the Premises as sleeping apartments, lodging rooms or for any unlawful purpose or purposes.
  - D. Not to solicit business in the common or public areas of the Property, nor distribute or display any handbills or other advertising matters or devices in such common or public areas.
  - E. Except for packages delivered by small package couriers, not to receive or ship articles of any kind outside the designated loading area of the Building or other than during the designated loading times.
  - F. Not to employ any of Landlord's employees for any purpose whatsoever, or request such employees to do anything outside of their regular duties.
  - G. To provide adequate security within the Premises for Tenant's employees, agents, licensees, invitees, assignees, subtenants, concessionaires, customers, clients, family members or guests.
  - H. Not to obstruct or encumber any sidewalks, entrances, passages, courts, elevators, vestibules, stairways, corridors, halls or any other part of the Property.
  - I. Not to permit any awnings, signs, placards and the like, or any projections of any kind whatsoever to be attached to the outside walls of the Premises or affixed to the windows thereof without the prior written consent of Landlord.
  - J. Not to permit any drapes, blinds, shades or screens to be attached to, hung in or used in connection with any window or door relating to the Premises without the prior written consent of Landlord.
  - K. Not to permit any showcases, mats or other articles to be placed or allowed to remain in front, in the proximity of or affixed to any part of the exterior of the Premises.
  - L. Not to permit or encourage any loitering in or about the Premises.
  - M. Not to enter upon or use the roof of the Building.
  - N. If requested to do so by Landlord, to install a locking system for the Premises compatible with the locking system being used by Landlord at the Property.
  - O. Not to permit or encourage any canvassing, soliciting, peddling or demonstrating in or about the Premises.
  - P. Not to install or permit the installation of any wiring for any purpose on the exterior of the Premises or the Building.
  - Q. Not to mark, paint, drill into or deface any part of the shell or core of the Building.
  - R. Not to cook in the Building or permit any cooking in the Premises without obtaining Landlord's prior written consent (and not to cause or permit any odor to emanate from the Premises in connection therewith if consent is given).
  - S. Not to bring in or keep any firearms in the Premises or the Building.
  - T. Not to purchase merchandise or services from company or person whose repeated violations of building regulations have caused, in Landlord's sole opinion, a hazard or nuisance to the Building and/or its occupants.
  - U. Not to affix any floor covering to any floor of the Premises with adhesive of any kind without

obtaining Landlord's written consent.

- V. Not to bring any bicycles, motor scooters or other vehicles into the Building (except as permitted by those provisions of the Lease allowing use of the parking lots and/or garage, as applicable).
- W. Not to install or permit the installation in the Premises of any coin- or token-operated vending machine or similar device except for the exclusive use of Tenant's employees in areas of the Premises not accessible to the public.
- X. Not to allow any animals in the Premises, except service animals assisting persons with disabilities or otherwise required by law.
- Y. Not to allow live Christmas trees, unless treated with a flame-retardant. Artificial Christmas trees may be permitted by Landlord if any lighting thereon is approved by Landlord and is turned off at the end of each business day.
- Z. Not to permit space heaters or other energy-intensive equipment unnecessary to conduct tenant's business without written approval by Landlord. Any space conditioning equipment that is placed in the Premises for the purpose of increasing comfort to tenants shall be operated on sensors or timers that limit operation of equipment to hours of occupancy in the areas immediately adjacent to the occupying personnel.

2. Tenant acknowledges that it is Landlord's intention that the Property be operated in a manner which is consistent with Landlord's sustainability practices. Tenant is required to comply with these practices within its Premises.

3. Tenant acknowledges that it is Landlord's intention that the Property be operated in a manner which is consistent with the highest standards of cleanliness, decency and morals in the community which it serves. Tenant shall not sell, distribute, display or offer for sale any item which, in Landlord's judgment, is inconsistent with the quality of operations of the Property or may tend to impose or detract from the moral character or image of the Property.

4. Landlord shall have the right to prescribe the weight and position of file systems, safes, computer systems, and other heavy items, equipment and fixtures, which shall, if considered necessary by Landlord, be positioned in consultation with Landlord in order to distribute their weight. Any and all damage or injury to the Premises or the Building caused by moving the property of Tenant into or out of the Building, or due to the same being in or upon the Premises, shall be repaired by and at the sole cost of Tenant. No furniture, equipment or other bulky matter of any description will be received into the Building or carried in the elevators except as approved by Landlord and all such furniture, equipment and other bulky matter shall be delivered only through the designated delivery entrance of the Building and the designated freight elevator. All moving of furniture, equipment and other materials shall be under the direct control and supervision of Landlord who shall not, however, be responsible for any damage to or charges for moving the same. Tenant agrees promptly to remove from the sidewalks adjacent to the Building any of Tenant's furniture, equipment or other materials delivered or deposited.

5. No additional locks or bolts of any kind shall be placed upon any of the doors or windows by Tenant, nor shall any changes be made in existing locks or the mechanism thereof. Tenant shall, upon the expiration or termination of its tenancy, return to Landlord all keys used in connection with the Premises, including any keys to the Premises, to rooms and offices within the Premises, to storage rooms and closets, to cabinets and other built-in furniture, and to toilet rooms, whether such keys were furnished by Landlord or procured by Tenant and in the event of the loss of any such keys, Tenant shall pay to Landlord the cost of replacing the locks. On the expiration of this Lease, Tenant shall disclose to Landlord the combination of all locks for safes, safe cabinets and vault doors, if any, remaining in the Premises.

6. Landlord reserves the right to exclude from the Building at all times any person who is not known or does not properly identify himself to the Building Manager. Landlord may at its option require all persons admitted to or leaving the Building to register. Tenant shall be responsible for all persons for whom it authorizes entry into the Building and shall be liable to Landlord for all acts of such persons.

**EXHIBIT D**  
**GUARANTEE OF LEASE**

Not Used

## EXHIBIT E

### Lease Commencement Memorandum

THIS MEMORANDUM is made and entered into as of \_\_\_\_\_, by and between \_\_\_\_\_ (“Landlord”) and \_\_\_\_\_ (“Tenant”).

#### RECITALS:

1. Landlord and Tenant are party to a certain Lease Agreement dated as of \_\_\_\_\_ (“Lease”) relating to certain premises (“Premises”) designated as Suite/Unit \_\_\_\_\_ located at \_\_\_\_\_, (“Building”); and
2. Landlord and Tenant desire to confirm the Commencement Date (as defined in the Lease) and the date the initial term of the Lease expires.

#### ACKNOWLEDGEMENTS

Pursuant to the provisions of the Lease and in consideration of the facts set forth in the Recitals, Landlord and Tenant acknowledge that:

- a. All capitalized terms not otherwise defined in this Memorandum have the meanings set forth in the Lease.
- b. The Commencement Date under the Lease is \_\_\_\_\_.
- c. The initial term of the Lease expires on \_\_\_\_\_ unless the Lease is sooner terminated or extended in accordance with the terms and conditions of the Lease.

Landlord and Tenant have caused this Memorandum to be executed by their duly authorized representatives as of the date first written above.

LANDLORD:

By: \_\_\_\_\_

TENANT:

By: \_\_\_\_\_

# EXHIBIT F

**WISEMAN**  
Commercial

## CONSTRUCTION PROPOSAL

1/18/2024

Solano Innovation Center, 220 Campus Lane SCC 125-130 | c/o Wiseman Commercial, Inc. | One Harbor Center, Suite 320 | Suisun City, CA 94585

707-427-1212 office | 707-427-1857 fax | www.WisemanCo.com

Solano Community  
College

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
	CAMPUS LANE SCC 120-130 TI		
1	CONCRETE: SAW CUT AND POUR BACK OF CONCRETE, WITH X-RAY	12,976	12,976
1	DOORS: TWO NEW INTERIOR DOORS AND ALL HARDWARE, ONE SET OF DOUBLE DOORS TO CLOSE OFF HALLWAY, REKEY OF DOORS AS NEEDED	13,365	13,365
1	DRYWALL: ADDITION OF NEW FRAMING, INSULATION AND DRYWALL PARTITION WALLS THROUGHOUT SPACE, REMOVAL OF SHEETROCK WHERE NEEDED FOR NEW PLUMBING AND PATCH BACK.	26,621	26,621
1	ELECTRICAL: RELOCATE LIGHTING WHERE NEEDED FOR NEW WALLS, REPLACEMENT OF EXISTING LIGHTING WITH CODE COMPLIANT LED FIXTURES, ADDITION OF NEW CODE COMPLIANT WALL SENSORS, INSTALL NEW OUTLETS IN NEW OFFICES, INSTALLATION OF NEW 400 AMP PANEL AND NEW DEDICATED LINES FOR WORK STATIONS	120,253	120,253
1	FIRE SPRINKLERS AND FIRE ALARM UPGRADES FOR NEW WALLS, ROOMS AND TO MEET CODE COMPLIANCE.	14,957	14,957
1	FLOORING: REPAIR OR REPLACE FLOORING IN WASH STATION AREA AS NEEDED FOR CONCRETE CUTTING, NEW RUBBER WALL BASE FOR NEW WALLS	10,476	10,476
1	HVA/C: RELOCATION AND ADDITION OF NEW AC SUPPLY AND RETURN LINES	2,252	2,252
1	PAINTING: PRIME AND PAINT NEW WALLS AND DOOR FRAMES TO MATCH EXISTING, PAINT WALLS PATCHED PER PLUMBING INSTALLATION.	5,430	5,430
1	PLUMBING: NEW WATER HEATER TO MEET DEMAND OF WASH STATIONS, INSTALLATION OF SUPPLY WATER, VENT LINES AND DRAINAGE TO NEW WASH STATIONS AND NEW SINK	46,052	46,052
1	NEW BLINDS	5,597	5,597
1	FINAL CLEANING	2,254	2,254
1	SIGNAGE	710	710
1	GENERAL CONDITIONS	36,336	36,336
1	LABOR AND MATERIALS	17,165	17,165
1	PROJECT MANAGER	19,337	19,337
1	PERMIT FEES	5,875	5,875
1	ARCHITECT & ELECTRICAL PLUMBING ENGINEERS DESIGN AND PLANS	19,485	19,485
1	CONTINGENCY (REFINEMENT OF CONSTRUCTION SCOPE DURING DESIGN PROCESS; EXCLUDES CHANGE ORDERS)	25,000	25,000
	ADD/ALT: SAW CUTTING, CONCRETE POUR BACK, ELECTRICAL, PLUMBING AND MECHANICAL EXHAUST & DUCTING REQUIRED FOR NEW WASHER AND DRYER. ADD \$12,017	12,017	-
	SUBTOTAL		\$384,149
	SPECIAL CONDITIONS NOTED BELOW (if any):		
	Exclusions: Special Inspections, Flooring, Millwork, Exterior Work, Data & Low Voltage, Moving, Classroom equipment, accessories and furniture, video surveillance and burglar alarms, and any additional work requested after 01/18/2024. Project Cost Estimate in this proposal based on the conceptual space plan sent on email by Landlord to Tenant on 12/4/2023, as modified utilizing details provided via email by Susan Wheat, Davis Williams, Jason Yi, and Jose Cortes		
	PROFIT		\$23,739
	TOTAL		\$407,888

Optional  
Additional  
Alternates

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

**TO: Members of the Governing Board**

**SUBJECT: CHANGE ORDER #1 TO MATRIX HG INC. FOR THE  
FAIRFIELD CAMPUS CENTRAL PLANT REPLACEMENT  
PROJECT**

**REQUESTED ACTION:**

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

**SUMMARY:**

Board Approval is requested for Change Order #1 to Matrix HG Inc., for the Fairfield Campus Central Plant Replacement Project. On May 3, 2023, the Board approved an agreement with Matrix HG, Inc. for the Fairfield Campus Central Plant Replacement 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: \$479,721.26 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**

February 9, 2024

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

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

February 21, 2024

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

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

**TO: Members of the Governing Board**

**SUBJECT: CHANGE ORDER #1 TO MATRIX HG INC. FOR THE  
FAIRFIELD CAMPUS CENTRAL PLANT REPLACEMENT  
PROJECT**

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**SUMMARY:**

*CONTINUED FROM THE PREVIOUS PAGE*

During the process of construction and RFI/Submittal review, the following changes needed to be made:

- COR 3.1: During the bidding phase the electric boilers scope was removed from the project via bid phase addendum. At that time, the selected boilers did not meet a minimum Short Circuit Current Rating (SCCR) required by DSA (Division of the State Architect). A product in compliance with the minimum SCCR has now been found, and the electric boiler scope has been added back into the project scope. This includes the installation of three (3) electric boilers for the Central Plant.

Matrix HG Inc.'s Change Order #1 request includes all the costs of both time and materials for the above listed items.

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

Original Contract Sum	\$ 8,409,836.64
Approved Change Orders	\$ 0.00
<i>Proposed Change Order #1</i>	<u>\$ 479,721.26</u>
<i>Proposed New Contract Amount</i>	\$ 8,889,557.90

The Board is asked to approve Change Order #1 to Matrix HG Inc., in the amount of \$479,721.26.

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.:** 23-005  
**Date:** 2/21/2024

**DSA File No.:** 48-C1  
**DSA App. No.:** 02-120584

**Project:** **Solano Community College District**  
Fairfield Campus  
**Early Learning Center**

**Salas O'Brien**  
305 South 11th, Street  
San Jose, California, 95112

**To:** **Matrix HG Inc**  
115 Mason Circle  
Concord, CA 94520

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## The Contract is Changed as Follows:

---

### COR No.

003.1 Purchase and Installation of three (3) Electric Boilers. Includes all labor, equipment, and materials needed for a complete installation. Includes balancing, hosting/rigging, detailing, coordination, controls integration, connections, and testing.

\$367,891.26

003.1 5-Year Limited Parts Warranty

\$76,205.00

003.1 5-Year Limited Vessel Warranty

\$35,625.00

**TOTAL COST OF CHANGE ORDER**

**ADD** \$479,721.26

**DEDUCT** \$0

**FINAL CHANGE ORDER AMOUNT**

**\$479,721.26**



Original Contract Sum:	\$ 8,409,836.64
Total change By Previous Change Orders:	\$ -
Contract Sum Prior to This Change Order:	\$ 8,409,836.64
Original Contract Sum will be Increased by This Change Order:	\$479,721.26
<b>The New Contract Sum Including This Change Order Will Be:</b>	<b>\$ 8,889,557.90</b>
<b>The New Contract Completion Date Will Be:</b>	<b>28-Feb-24</b>
Contract Time Will be Changed by This Change Order:	0 Days
The Current Contract Completion Date is:	28-Feb-24

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**

\_\_\_\_\_  
Noe Ramos  
Kitchell  
4000 Suisun Valley Road  
Fairfield, CA 94534

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

**DESIGN TEAM**

\_\_\_\_\_  
Evan Sarver, PE  
Salas O'Brien  
305 South 11th, Street  
San Jose, California, 95112

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

**DSA PROJECT  
INSPECTOR**

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

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

**CONTRACTOR**

\_\_\_\_\_  
Mitch Lake  
Matrix HG, Inc.  
115 Mason Circle  
Concord, CA 94520

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: ATHLETIC AGREEMENT BETWEEN NAPA VALLEY  
COLLEGE AND SOLANO COMMUNITY COLLEGE

**REQUESTED ACTION:**

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

**SUMMARY:**

Governing Board approval is requested for an Athletic Agreement between Napa Valley College and Solano Community College. In 1983, NVC and SCC entered into an athletic agreement to establish a regional partnership that would allow each college to host viable programs individually and identified those that both colleges would offer. This agreement will be in effect from July 1, 2024 through June 30, 2025. This agreement is subject to annual review.

**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

**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**

707-864-7126

**TELEPHONE NUMBER**  
David Williams, Ph.D.

Vice President, Academic Affairs

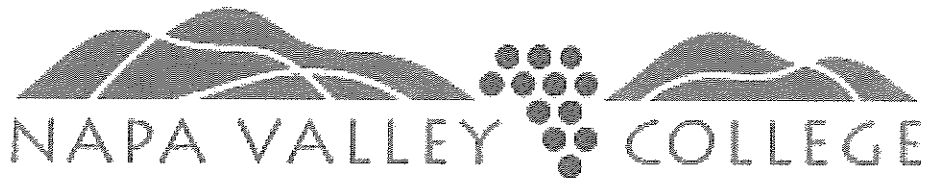
**VICE PRESIDENT APPROVAL**

February 6, 2024

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

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

February 21, 2024  
**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**



February 2, 2024

Dear Ellen:

We are respectfully requesting the Bay Valley Conference and 3C2A's annual approval of the Napa-Solano Athletic Agreement, effective July 1, 2024 to June 30, 2025.

Napa Valley College and Solano Community College entered into the athletic agreement in 1983. This partnership was based on the inability of the two colleges to fully fund comprehensive athletic programs. A regional approach was developed with each college hosting viable programs. The updated listing is as follows:

- A. Solano Community College only:
  - Football (not currently offered)
  - Water Polo (not currently offered)
  - Men's and Women's Swimming and Diving
  - Men's and Women's Tennis
- B. Napa Valley College only:
  - Men's Soccer
  - Men's and Women's Golf
- C. Both:
  - Volleyball
  - Baseball
  - Men's and Women's Basketball
  - Softball
  - Women's Soccer

Both college Governing Boards support and endorse this athletic agreement. It is the intention of the Boards to continue the agreement with yearly review.

Please contact us if we can provide further clarification.

Sincerely,

---

Celia Esposito-Noy, Ed. D  
Superintendent - President  
Solano Community College

---

Torence Powell, Ed. D  
Superintendent - President  
Napa Valley College

Cc: J. Dunlap, Athletic Director, Dean KADS, Social Sciences, and ADMJ, Napa Valley College  
E. Visser, Athletic Director, Solano Community College

2277 Napa-Vallejo Highway, Napa, CA 94559  
(707) 256-7650, (707) 256-7659 fax

**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  
SOLANO COUNTY OFFICE OF EDUCATION**

**REQUESTED ACTION:**

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

**SUMMARY:**

This agreement renewal with Solano County Office of Education benefits SCC Registered Nursing Program students by providing them with a Pediatric experience in a childcare setting 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 Solano County Office of Education. The term of this agreement is 1 year.

**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>
<b>SUPERINTENDENT'S RECOMMENDATION:</b>	<input checked="" type="checkbox"/> <b>APPROVAL</b> <input type="checkbox"/> <b>NOT REQUIRED</b>	<input type="checkbox"/> <b>DISAPPROVAL</b> <input type="checkbox"/> <b>TABLE</b>
David Williams, Ph.D. Vice President, Academic Affairs		
<b>PRESENTER'S NAME</b> 4000 Suisun Valley Road Fairfield, CA 94534		
<b>ADDRESS</b>  707 864-7117		<b>Celia Esposito-Noy, Ed.D.</b> Superintendent-President
<b>TELEPHONE NUMBER</b> David Williams, Ph.D. Vice President, Academic Affairs		February 21, 2024
<b>VICE PRESIDENT APPROVAL</b>		<b>DATE APPROVED BY</b> <b>SUPERINTENDENT-PRESIDENT</b>
<b>DATE SUBMITTED TO</b> <b>SUPERINTENDENT-PRESIDENT</b>		

## CLINICAL EXPERIENCE AGREEMENT

This Renewal Agreement is between **Solano County Office of Education** (hereinafter known as **HEALTH CENTER**) located at **5100 Business Center Drive, Fairfield, Ca 94534**, and **Solano Community College** (hereinafter known as **SCHOOL**) and located at **4000 Suisun Valley Road, Fairfield, California 94534-3197** and is effective as of December 15, 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 one (1) year thereafter.
- B. Renewal. This Agreement may be renewed for subsequent one (1) 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*:

Michelle Henson  
Deputy Superintendent, Administrative Services and Operations  
5100 Business Center Drive  
Fairfield, Ca 95434  
Telephone: (707) 399-4441  
LReyes@Solanocoe.net

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**

**SCOE**

**Solano Community College**

By: \_\_\_\_\_  
Michelle Henson

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

Title: \_\_\_\_\_  
Deputy Superintendent,  
Administrative Services and  
Operations

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

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

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

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

**TO: Members of the Governing Board**

**SUBJECT: MEMORANDUM OF UNDERSTANDING WITH THE  
DEPARTMENT OF CONSUMER AFFAIRS, BUREAU OF  
AUTOMOTIVE REPAIR FOR PROVISION OF RETIRED  
VEHICLES TO SOLANO COMMUNITY COLLEGE  
AUTOMOTIVE TECHNOLOGY PROGRAM**

**REQUESTED ACTION:**

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

**SUMMARY:**

This MOU will provide our ATEC Program a low-cost source of vehicles, while ensuring that the Bureau's Consumer Assistance Program emission reduction goals are met. A contracted dismantler will transfer ownership at the DMV of each vehicle to Solano College through a zero-dollar bill of sale. Vehicles will be used solely for technician training and will not be driven off the ATEC premises. Vehicles will be returned with ownership transferred back to the contracted dismantler (at zero-dollar bill of sale) prior to May 31, 2025.

**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**

February 2, 2024

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

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

February 21, 2024

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

**EXECUTIVE OFFICE**

10949 North Mather Boulevard, Rancho Cordova, CA 95670  
P (916) 403-8600 F (916) 464-3424 | www.bar.ca.gov



## MEMORANDUM OF UNDERSTANDING

### SECTION 1: SUMMARY

This Memorandum of Understanding (MOU) is established between the Department of Consumer Affairs, Bureau of Automotive Repair (Bureau) and the [Enter School Name and Address Here](#) (School). Through this MOU, the Bureau agrees to allow one of its contracted dismantlers to provide the School with vehicles that have been retired through either the Bureau's Consumer Assistance Program (CAP) or the Air Resources Board's Enhanced Fleet Modernization Program (EFMP).

The Bureau agrees to have the contracted dismantler obtain a non-revivable junk receipt from the Department of Motor Vehicles (DMV) and transfer ownership of each vehicle to the School through a zero-dollar bill of sale. The School agrees not to drive these vehicles on public roads and to use these vehicles solely for the purpose of technician training in the School's automotive repair training department. The School also agrees to return vehicles obtained through this MOU back to the contracted dismantler prior to May 31, 2025, and transfer ownership back to the dismantler through a zero-dollar bill of sale.

The goal of this agreement is to provide the School's automotive technician training program with a low-cost source of vehicles, while ensuring that CAP's emission reduction goals are met.

### SECTION 2: COMMENCEMENT AND EXPIRATION DATES

The term of this MOU shall commence on the date this agreement is signed by both parties. The agreement shall remain in effect until June 30, 2025, or a shorter duration should either party decide to terminate the agreement. The party seeking to terminate the agreement must provide thirty days' notice to the other party. All vehicles must be returned to the contracted dismantler when the agreement is terminated.

### SECTION 3: GENERAL PROVISIONS

- A. The School will periodically provide the Bureau with a list of the types of vehicles needed (year, make, model). The Bureau will share this list with contracted dismantlers located near the school.
- B. Once a listed vehicle is retired through CAP, the contracted dismantler will notify the Bureau and obtain a non-revivable junk receipt from the Department of Motor Vehicles.

After receiving a copy of the non-revivable junk receipt from the contracted dismantler, the Bureau will notify the School that a vehicle is ready for pick up. The School will be responsible for providing transport of the vehicle from the contracted dismantler to their facility within fifteen (15) days of notification. The School will transport the vehicle at its own expense, via car-carrier or tow truck; the vehicle shall not be driven on public roads.

In the event the School fails to arrange timely transport, the vehicle will be crushed by the contracted dismantler per its contract with the Bureau.

When the School representative arrives to transport the vehicle, the contracted dismantler will provide them with a zero-dollar bill of sale that lists the vehicle identification number.

- C. The School agrees to ensure that vehicles obtained from the Bureau through CAP or EFMP are never driven on public roads.
- D. No parts from these vehicles may be sold or transferred to other vehicles. However, the School may repair these vehicles using replacement parts, returning any defective original parts to the supplier in lieu of core charges.
- E. Prior to May 31, 2025, the School will transport the vehicle at its own expense, via car-carrier or tow truck, back to the contracted dismantler from which it was obtained. The School will transfer ownership to the contracted dismantler without compensation, using a zero-dollar bill of sale that lists the vehicle identification number.

The School must return each vehicle to the contracted dismantler in its entirety, with all original or replacement parts therefrom, including but not limited to mechanical components, electrical wiring, catalytic converter, battery, radio, audio speakers, and tires.

The vehicles may be returned to the contracted dismantler partially disassembled, provided all removed parts are returned with the chassis. The engine does not need to be operable upon return, as the vehicle will be crushed and sold as scrap metal. The School should attempt to return the radio, audio speakers, battery, and tires undamaged, as the contracted dismantler is entitled to sell those components once the vehicle is returned.

- F. The Bureau will be responsible for tracking the location and condition of these vehicles, while in the School's possession. The School agrees to allow Bureau representatives to periodically visit and verify the presence of these vehicles. The School agrees to notify the Bureau when it has returned each vehicle to the contracted dismantler.
- G. INDEMNIFICATION: The School agrees to indemnify, defend and save harmless DCA, its officers, agents, contracted dismantlers, and employees from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by School's acts or omissions in connection with School's possession, use, operation, or storage of the vehicles provided to School pursuant to this MOU.

Vehicles are provided to the School as-is. All damages arising to any person from School's possession, use, operation, or storage of the vehicles are understood to be the responsibility of School.



Approved by

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

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

Enter Signer Name and Title Here  
Enter School and District Name Here  
Community College/School District

To Be Completed by Bureau of Automotive Repair Personnel

Approved by:

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

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

Name

Title

Bureau of Automotive Repair

SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: COLLEGE AND CAREER ACCESS PATHWAYS  
PARTNERSHIP AGREEMENT WITH KAIROS PUBLIC  
SCHOOLS, VACAVILLE, CA

**REQUESTED ACTION:**

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

**SUMMARY:**

This CCAP agreement will expand dual enrollment opportunities for high school students who may not already be college bound or who are underrepresented in higher education with the goal of developing seamless pathways from high school to community college for career technical education or preparation for transfer, improving high school graduation rates, and helping high school pupils to achieve college and career readiness. Provisions are consistent with AB288. The term of this agreement is July 1, 2024 – June 30, 2027.

**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

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

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

**ADDRESS**

707-864-7126

**TELEPHONE NUMBER**  
David Williams, Ph.D.

Vice President, Academic Affairs

**VICE PRESIDENT APPROVAL**

February 7, 2024

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

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

February 21, 2024

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

**COLLEGE AND CAREER ACCESS PATHWAYS  
A DUAL ENROLLMENT PARTNERSHIP AGREEMENT  
2024-2027**

This College and Career Access Pathways Partnership Agreement (CCAP Agreement) is between Solano Community College District on behalf of Solano College (“COLLEGE”), 4000 Suisun Valley Road, Fairfield, CA 94534, and Kairos Public Schools on behalf of Kairos public Schools (“CHARTER SCHOOL”), 850 Sunflower Street, Vacaville CA 95687.

WHEREAS, the mission of the COLLEGE includes providing educational programs and services that are responsive to the needs of the students and communities within the Solano Community College District; and

WHEREAS, students who complete college credit while enrolled in high school are more likely to earn high school diplomas, to enroll in community colleges and four-year colleges, to attend post-secondary education on a full-time basis, and to complete degrees in those institutions than students without these experiences; and

WHEREAS, CHARTER SCHOOL is a public Charter School serving grades 9-12 located in Solano County and within the regional service area of the COLLEGE unless otherwise specified and agreed to as specified in Sec. 2 (e); and

WHEREAS, the COLLEGE and CHARTER SCHOOL desire to enter into this CCAP Agreement for the purpose of offering or expanding dual enrollment opportunities, consistent with the provisions of AB 288, for high school students “who may not already be college bound or who are underrepresented in higher education with the goal of developing seamless pathways from high school to community college for career technical education or preparation for transfer, improving high school graduation rates, and helping high school pupils to achieve college and career readiness.”

WHEREAS, instruction will comply with the student enrollment requirements, curriculum guidelines, recommendations, and procedures promulgated by applicable law, the California Community College Chancellor’s Office, and COLLEGE;

NOW THEREFORE, the COLLEGE and CHARTER SCHOOL agree as follows:

**1. TERM OF AGREEMENT**

- 1.1 The term of this CCAP Agreement shall be for three (3) years beginning on July 1, 2024, and ending on June 30, 2027, and will be subject to renewal, unless otherwise terminated in accordance with Section 19 of this Agreement.
- 1.2 This CCAP Agreement outlines the terms of the Agreement. The CCAP Agreement Appendix shall specify additional detail regarding, but not be limited to, the total number of high school students to be served and the total number of full-time equivalent students projected to be claimed by the community college district for those courses; the scope, nature, time, location, and listing of community college courses to be offered; and criteria to assess the ability of students to benefit from those courses. The CCAP Agreement Appendix shall also establish protocols for information sharing in compliance with all applicable state and federal privacy laws, joint facilities use, and parental consent for high school students to enroll in community college courses.

Sec. 2 (c)(1)

- 1.3 The CCAP Agreement Appendix shall identify a point of contact for the participating community college district and Charter School partner. Sec. 2 (c)(2)
- 1.4 A copy of the COLLEGE AND CHARTER SCHOOL CCAP Agreement shall be filed with the office of the Chancellor of the California Community Colleges before the start of the CCAP partnership. Sec. 2 (c)(3)

**2. DEFINITIONS**

- 2.1 CCAP Agreement Courses - Courses offered as part of this CCAP Agreement shall be community college courses acceptable towards a career technical education credential or certificate, or preparation for transfer, or appropriate to improve high school graduation rates or help high school pupils achieve college and career readiness. All community college courses offered at the CHARTER SCHOOL have been approved in accordance with the policies and guidelines of the COLLEGE and applicable law. Sec. 2 (a)
- 2.2 Consistent with AB 288, this CCAP Agreement may include “underachieving students, those from groups underrepresented in postsecondary education, those who are seeking advanced studies while in high school, and those seeking a career technical education credential or certificate.” Sec. 1 (d)
- 2.3 Pupil or Student - A resident or nonresident student attending high school in California. Pursuant to SB 150 Concurrent enrollment in secondary school and community college: nonresident tuition exemption: Effective January 1, 2014, concurrently enrolled students (high school students enrolled in college classes) who are classified as nonresident students for tuition purposes may be eligible for the SB 150 waiver of nonresident tuition while still in high school. Students must be special admit part-time students who are attending high school in California.

**3. STUDENT ELIGIBILITY, SELECTION AND ENROLLMENT, ADMISSION, REGISTRATION, MINIMUM SCHOOL DAY**

- 3.1 Student Eligibility - Students who “may not already be college bound or who are underrepresented in higher education, with the goal of developing seamless pathways from high school to community college for career technical education or preparation for transfer, improving high school graduation rates, and assisting high school pupils to achieve college and career readiness” Sec. 2 (a) and “underachieving students, those from groups underrepresented in postsecondary education, those who are seeking advanced studies while in high school, and those seeking a career technical education credential or certificate.” Sec. 1 (d)
- 3.2 Student Selection and Enrollment - Enrollment shall be open to all eligible students as part of the CCAP Agreement who have been admitted to the COLLEGE and who meet all applicable prerequisites. Student selection criteria may be further specified in the CCAP Agreement Appendix. Applicable prerequisite courses, training, or experience and standards required as preparation for courses offered through the CCAP Agreement will be determined by COLLEGE and shall be in compliance with

applicable law and the COLLEGE standards and policies.

- 3.3 College Admission and Registration - Procedures for students participating in the CCAP Agreement shall be governed by the COLLEGE and shall be in compliance with the admissions and registration guidelines set forth in applicable law and the COLLEGE policy.
- 3.4 Student Records – It is the responsibility of the student to follow the COLLEGE process when requesting an official COLLEGE transcript for grade submission to the CHARTER SCHOOL unless otherwise specified in the Appendix.
- 3.5 Priority Enrollment - A COLLEGE participating in this CCAP Agreement may assign priority course registration to a pupil seeking to enroll in a community college course that is required for the pupil's CCAP partnership program that is equivalent to the priority assigned to a pupil attending middle college high school as described in Section 11300 and consistent with middle college high school provisions in Section 76001. Sec. 2 (3)(g)
- 3.6 As part of a CCAP Agreement, a participating community college district shall not provide physical education course opportunities to high school students or any other course opportunities that do not assist in the attainment of the goals associated with career technical education or preparation for transfer, improving high school graduation rates, or helping high school students achieve career and college readiness. Sec. 2 (d)
- 3.7 Students participating in a CCAP Agreement may enroll in up to a maximum of 15 units per term per conditions specified in AB 288, Sec. 2 (p)(1)(2)(3). Specifically, the units must constitute no more than four community college courses per term and be part of an academic program that is part of the Agreement designed to award students with both a high school diploma and an associate degree or certificate or a credential.
- 3.8 Minimum School Day - The CHARTER SCHOOL shall certify that it shall teach CHARTER SCHOOL students participating as part of a CCAP Agreement no less than the number of instructional minutes required to complete a minimum school day pursuant to Education Code §§ 46141 and 46142.

#### **4. COLLEGE ENROLLMENT APPLICATION PROCEDURES**

- 4.1 The COLLEGE will be responsible for processing student enrollment applications.
- 4.2 The COLLEGE will provide the necessary admission and enrollment forms and procedures and both COLLEGE and CHARTER SCHOOL will jointly ensure that each applicant has met all the enrollment requirements, including liability and medical care coverage requirements, if any.

- 4.3 The CHARTER SCHOOL agrees to assist COLLEGE in the application and enrollment of CHARTER SCHOOL students as may be necessary and requested by COLLEGE.
- 4.4 The CHARTER SCHOOL and COLLEGE understand and agree that successful COLLEGE registration requires that each participating student has completed the COLLEGE enrollment application process prior to the start of the course.
- 4.5 Participating students enrolled in a course offered through a CCAP Agreement shall not be assessed any fee that is prohibited by California Education Code Sections 49011, 76060.5, 76140, 76223, 76300, 76350, and 79121. Sec. 2 (f)(q)

## **5. PARTICIPATING STUDENTS**

- 5.1 A high school student enrolled in a course offered through a CCAP Agreement shall not be assessed any fee that is prohibited by Education Code Section 49011. See also Sec. 2 (f)(q). The governing board of a community college district participating in a CCAP partnership agreement established pursuant to this article shall exempt special part-time students described in subdivision (p) from the fee requirements in Sections 76060.5, 76140, 76223, 76300, 76350, and 79121.
- 5.2 The total cost of books and instructional materials for CHARTER SCHOOL students who enroll in a COLLEGE course offered as part of this CCAP Agreement will be specified in the Appendix to this Agreement. Costs will be borne by CHARTER SCHOOL. Books and instructional materials purchased by the CHARTER SCHOOL will remain the property of and housed at the CHARTER SCHOOL. The COLLEGE will ensure, whenever possible, textbooks remain the same throughout the term of the CCAP agreement. Both CHARTER SCHOOL and COLLEGE will pursue methods of keeping textbook costs to a minimum.
- 5.3 Participating students must meet all prerequisite requirements of the COLLEGE as established by the COLLEGE and stated in the college catalog before enrolling in a course offered as part of this CCAP Agreement.
- 5.4 Grades earned by students enrolled in courses offered as part of this CCAP Agreement will be posted on the official COLLEGE transcript. Students may submit a request for Pass/No Pass if the course is designated as such in the COLLEGE catalog. Pass/No Pass grades are not factored into the student's college Grade Point Average (GPA); such courses may or may not be accepted by other colleges or universities or accepted by some majors.
- 5.5 Students enrolled in courses offered as part of this CCAP Agreement will be directed to the official catalog of the COLLEGE for information regarding applicable policies and procedures.
- 5.6 Students enrolled in COLLEGE courses offered as part of this CCAP Agreement will be eligible for student support services, which shall be available to them at the COLLEGE or through the CHARTER SCHOOL. COLLEGE shall ensure that student support services, including counseling and guidance, and tutoring are available

to participating students at the COLLEGE. CHARTER SCHOOL shall ensure that support services, including counseling and guidance, and assistance with course selection are available to students at the CHARTER SCHOOL.

- 5.7 Students requiring reasonable accommodations for COLLEGE courses offered at the CHARTER SCHOOL as part of this CCAP Agreement will receive services through the CHARTER SCHOOL. Students requiring reasonable accommodations for COLLEGE courses offered at the COLLEGE will receive services through the COLLEGE. Reasonable accommodations for students enrolled in college courses do not necessarily align with a student's Charter School IEP.
- 5.8 Students who withdraw from courses offered as part of this CCAP Agreement will not receive COLLEGE credit and will receive the appropriate administrative notation. Students must comply with, and submit appropriate information/paperwork, by all published deadlines. Transcripts will be annotated according to COLLEGE policy.
- 5.9 A course dropped within the COLLEGE drop "without a W" deadline will not appear on the CHARTER SCHOOL or the COLLEGE transcript and will not count towards the number of enrollments or attempts to complete the course.
- 5.10 Enrollment in a course offered as part of this CCAP Agreement is limited in accordance with College enrollment policies and state restrictions.

## **6. CCAP AGREEMENT COURSES**

- 6.1 The COLLEGE may limit enrollment in a community college course solely to eligible high school students if the course is offered at a high school campus during the regular school day and the community college course is offered pursuant to a CCAP Agreement. Sec. 2 (o)(1)
- 6.2 Courses offered as part of this CCAP Agreement at the COLLEGE may not limit enrollment in the course. Sec. 2 (o)(1)
- 6.3 The COLLEGE is responsible for all courses and educational programs offered as part of this CCAP Agreement regardless of whether the course and educational program is offered on site at the CHARTER SCHOOL or at the COLLEGE.
- 6.4 The scope, nature, time, location, and listing of courses shall be offered and determined by the COLLEGE with the approval of the Governing Board and will be recorded in the Appendix to this Agreement. Sec. 2 (c)(1)
- 6.5 Courses offered as part of a CCAP Agreement either at the COLLEGE or CHARTER SCHOOL shall be jointly reviewed and approved by the governing boards of each district.
- 6.6 Courses offered as part of this CCAP Agreement at the CHARTER SCHOOL shall be of the same quality and rigor as those offered on COLLEGE campus and shall be in compliance with the COLLEGE academic standards.
- 6.7 Courses offered as part of this CCAP Agreement at the CHARTER SCHOOL shall be

listed in the COLLEGE catalog with the same department designations, course descriptions, numbers, titles, and credits.

- 6.8 Courses offered as part of this CCAP Agreement at the CHARTER SCHOOL shall adhere to the official course outline of record and the student learning outcomes established by the associated COLLEGE academic department.
- 6.9 Courses offered as part of this CCAP Agreement will comply with all applicable regulations, policies, procedures, prerequisites and standards applicable to COLLEGE as well as any corresponding policies, practices, and requirements of the CHARTER SCHOOL. In the event of a conflict between the COLLEGE course related regulations, policies, procedures, prerequisites and standards and CHARTER SCHOOL policies, practices and requirements, the COLLEGE regulations, policies, procedures, prerequisites, and standards, shall prevail.
- 6.10 Site visits and instructor evaluations by one or more representatives of the COLLEGE shall be permitted by the CHARTER SCHOOL to ensure that courses offered as part of this CCAP Agreement in the CHARTER SCHOOL are the same as the courses offered on the COLLEGE campus and in compliance with the COLLEGE academic standards.
- 6.11 A student's withdrawal prior to completion of a course offered as part of this CCAP Agreement shall be in accordance with COLLEGE guidelines, policies, pertinent statutes and regulations and will remain on the student's college transcript.
- 6.12 Supervision and evaluation of students enrolled in courses offered as part of this CCAP Agreement shall be in accordance with the COLLEGE guidelines, policies, pertinent statutes, and regulations.
- 6.13 COLLEGE has the sole right to control and direct the instructional activities of all instructors for compliance with state and COLLEGE policies.
- 6.14 This CCAP Agreement certifies that any remedial course taught by community college faculty at a partnering high school campus shall be offered only to high school students who do not meet their grade level standard in math, English, or both on an interim assessment in grade 10 or 11, as determined by the partnering CHARTER SCHOOL, and shall involve collaborative effort between the CHARTER SCHOOL and the COLLEGE faculty to deliver an innovative remediation course as an intervention in the student's junior or senior year to ensure the student is prepared for college-level work upon graduation. Sec. 2 (n)

## **7. INSTRUCTOR(S)**

- 7.1 All instructors teaching COLLEGE courses offered as part of this CCAP Agreement must meet the minimum qualifications for instruction in a California community college as set forth in Title 5 California Code of Regulations, Sections 53410 and 58060 or as amended and be hired by the COLLEGE.
- 7.2 The CCAP Agreement Appendix shall specify which participating CHARTER SCHOOL or COLLEGE will be the employer of record for purposes of assignment



monitoring and reporting to the county office of education. Sec. 2 (m)(1)

- 7.3 This CCAP Agreement specifies the CHARTER SCHOOL will assume reporting responsibilities pursuant to applicable federal teacher quality mandates. Sec. 2 (m)(2)
- 7.4 Instructors who teach COLLEGE courses offered as part of this CCAP Agreement must provide the supervision and control reasonably necessary for the protection of the health and safety of students and may not have any other assigned duty during the instructional activity.
- 7.5 COLLEGE and CHARTER SCHOOL certify that any remedial course taught by community college faculty at a partnering high school campus shall be offered only to high school students who do not meet their grade level standard in math, English, or both on an interim assessment in grade 10 or 11, as determined by the partnering Charter School, and shall involve a collaborative effort between high school and community college faculty to deliver an innovative remediation course as an intervention in student's junior or senior year to ensure the student is prepared for college-level work upon graduation. Sec. 2 (n)
- 7.6 Instructors who teach COLLEGE courses shall comply with the fingerprinting requirements set forth in Ed Code § 45125 or as amended and the tuberculosis testing and risk assessment requirements of California Health and Safety Code § 121525 or as amended. In addition to any other prohibition or provision, no person who has been convicted of a violent or serious felony shall be eligible to teach any courses offered as part of this CCAP Agreement or otherwise provide services on a CHARTER SCHOOL site.
- 7.7 Prior to teaching, faculty shall receive discipline-specific training and orientation from COLLEGE regarding, but not limited to, course curriculum, assessment criteria, pedagogy, course philosophy, testing and grading procedures record keeping, and other instructional responsibilities. Said training may be approved and provided by the COLLEGE. Faculty will be required to comply with college attendance reporting, student referral reporting, and grade submission processes and deadlines.
- 7.8 Faculty will participate in professional development activities sponsored by the COLLEGE as required by the terms and conditions of the contract and shall be encouraged to participate in ongoing collegial interaction to include, but not limited to course content, course delivery, assessment, evaluation, and/or research and development in the field.
- 7.9 Faculty performance shall be evaluated by the COLLEGE using the adopted evaluation process and standards for faculty of the COLLEGE, subject to the approval of the COLLEGE.
- 7.10 CHARTER SCHOOL personnel selected to be instructors will be subject to the authority of the COLLEGE specifically with regard to their duties as instructors.
- 7.11 The COLLEGE and CHARTER SCHOOL jointly determine the subject areas of instruction. The COLLEGE shall determine the number of instructors and the ratio of instructors to students.

## **8. ASSESSMENT OF LEARNING AND CONDUCT**

- 8.1 Students enrolled in COLLEGE courses offered as part of this CCAP Agreement at the CHARTER SCHOOL shall be held to the same standards of achievement as students in courses taught on the COLLEGE campus.
- 8.2 Students enrolled in COLLEGE courses offered as part of this CCAP Agreement at the CHARTER SCHOOL shall be held to the same grading standards as those expected of students in courses taught on the COLLEGE campus.
- 8.3 Students enrolled in COLLEGE courses offered as part of this CCAP Agreement at the CHARTER SCHOOL shall be assessed using the same methods (e.g., papers, portfolios, quizzes, labs, etc.) as students in courses taught on the COLLEGE campus.
- 8.4 Students enrolled in COLLEGE courses offered as part of this CCAP Agreement at the CHARTER SCHOOL shall be held to the same behavioral standards as those expected of students in courses taught both at the CHARTER SCHOOL and on the COLLEGE campus. Both parties will review standards for student behavior and the student discipline process and work together in resolving behavioral issues.

## **9. LIAISON AND COORDINATION OF RESPONSIBILITIES**

- 9.1 The COLLEGE shall appoint an educational administrator, to be specified in the Appendix to this CCAP Agreement, who will serve as point of contact to facilitate coordination and cooperation between COLLEGE and CHARTER SCHOOL in conformity with the COLLEGE policies and standards. Sec. 2 (c)(2)
- 9.2 The CHARTER SCHOOL shall appoint an educational administrator, to be specified in the Appendix to this CCAP Agreement, who will serve as point of contact to facilitate coordination and cooperation between CHARTER SCHOOL and COLLEGE in conformity with CHARTER SCHOOL policies and standards. Sec. 2 (c)(2)
- 9.3 The COLLEGE will provide CHARTER SCHOOL personnel with reasonable assistance, direction and instruction in how to fulfill their responsibilities under this CCAP Agreement, including completing the enrollment application process, outreach/recruitment activities and compliance with the COLLEGE policy and COLLEGE procedures and academic standards.
- 9.4 The CHARTER SCHOOL shall provide personnel to perform clerical services and services associated with student outreach and recruitment activities, completing the application process, the enrollment of eligible students and other related services as deemed necessary.
- 9.5 The CHARTER SCHOOL's personnel will perform services specified in 9.4 as part of their regular assignment. CHARTER SCHOOL personnel performing these services will be employees of CHARTER SCHOOL, subject to the authority of CHARTER

SCHOOL, but will also be subject to the direction of COLLEGE, specifically with regard to their duties pertaining to the COLLEGE courses.

9.6 This CCAP Agreement requires an annual report as specified in the Appendix, to the office of the Chancellor of the California Community Colleges by each participating COLLEGE and CHARTER SCHOOL on all the following information: Sec. 2 (t)(1)(A-D)

- The total number of high school students by school site enrolled in each partnership, aggregated by gender and ethnicity, and reported in compliance with all applicable state and federal privacy laws. Sec. 2 (t)(1)(A)
- The total number of community college courses by course category and type and by school site enrolled in by CCAP partnership participants. Sec. 2 (t)(1)(B)
- The total number and percentage of successful course completions, by course category and type and by school site, of CCAP partnership participants. Sec. 2 (t)(C)
- The total number of full-time equivalent students generated by CCAP partnership community college district participants. Sec. 2 (t)(1)(D)

## **10. APPORTIONMENT**

10.1 The COLLEGE shall include the students enrolled in a CCAP Agreement course in its report of full-time equivalent students (FTES) for purposes of receiving state apportionments when the course(s) complies with current requirements for dual enrollment under applicable California law.

10.2 For purposes of allowances and apportionments from Section B of the State School Fund, a community college district conducting a closed course on a high school campus shall be credited with those units of full-time equivalent students attributable to the attendance of eligible high school pupils. Sec. 2 (o)(2)

10.3 The COLLEGE shall not receive a state allowance or apportionment for an instructional activity for which the partnering CHARTER SCHOOL has been, or shall be, paid an allowance or apportionment. Sec. 2 (r)

10.4 The attendance of a high school pupil at a community college as a special part-time or full-time student pursuant to this section is authorized attendance for which the community college shall be credited or reimbursed pursuant to Section 48802 or 76002, provided that no Charter School has received reimbursement for the same instructional activity. Sec. 2 (s)

## **11. CERTIFICATIONS**

11.1 The CHARTER SCHOOL certifies that the direct education costs of the courses offered as part of this CCAP Agreement are not being fully funded through other sources.

11.2 The COLLEGE certifies that it has not received full compensation for the direct education costs for the courses offered as part of this CCAP Agreement from other

sources.

- 11.3 The CHARTER SCHOOL agrees and acknowledges that the COLLEGE will claim apportionment for the CHARTER SCHOOL students enrolled in community college course(s) under this CCAP Agreement.
- 11.4 This CCAP Agreement certifies that any COLLEGE instructor teaching a course on a CHARTER SCHOOL campus has not been convicted of any sex offense as defined in Ed Code § 87010 or as amended, or any controlled substance offense as defined in Ed Code § 87011 or as amended. Sec. 2 (h)
- 11.5 This CCAP Agreement certifies that any community college instructor teaching a course at the partnering high school campus has not displaced or resulted in the termination of an existing high school teacher teaching the same course on that high school campus. Sec. 2 (i)
- 11.6 This CCAP Agreement certifies that a qualified high school teacher teaching a course offered for college credit at a high school campus has not displaced or resulted in the termination of an existing community college faculty member teaching the same course at the partnering community college campus. Sec. 2 (j)
- 11.7 The COLLEGE certifies that:
  - A community college course offered for college credit at the participating CHARTER SCHOOL does not reduce access to the same course offered at the partnering COLLEGE. Sec. 2 (k)(1)
  - A community college course that is oversubscribed or has a waiting list shall not be offered or included in this Agreement, whenever possible. Sec. 2 (k)(2)
  - The Agreement is consistent with the core mission of the COLLEGE pursuant to Section 66010.4, and that students participating in this Agreement will not lead to displacement of otherwise eligible adults at the COLLEGE. Sec. 2 (k)(3)
- 11.8 This Agreement certifies that the CHARTER SCHOOL and COLLEGE comply with local collective bargaining agreements and all state and federal reporting requirements regarding the qualifications of the teacher or faculty member teaching a CCAP Agreement course offered for high school credit. Sec. 2 (l)

## **12. PROGRAM IMPROVEMENT**

- 12.1 The COLLEGE and the CHARTER SCHOOL may annually conduct surveys of participating CHARTER SCHOOL students, instructors, principals, and guidance counselors for the purpose of informing practice, making adjustments, and improving the quality of courses offered as part of this CCAP Agreement.

## **13. RECORDS**

- 13.1 Permanent records of student enrollment, attendance, grades and achievement for

students under this CCAP agreement shall be maintained by COLLEGE.

- 13.2 Each party shall maintain records pertaining to this CCAP Agreement as may be required by federal and state law. Each party may review and obtain a copy of the other party's pertinent records subject to federal and state privacy statutes. Students enrolled in CCAP Agreement courses authorize the COLLEGE to provide a transcript to CHARTER SCHOOL upon completion of the course.

#### **14. REIMBURSEMENT**

- 14.1 The financial arrangements implied herein may be adjusted annually by a duly adopted written Appendix to this CCAP Agreement.

#### **15. FACILITIES**

- 15.1 The CHARTER SCHOOL will provide adequate classroom space at its facilities, or other mutually agreed upon location, to conduct the instruction and do so without charge to the COLLEGE or students. CHARTER SCHOOL agrees to clean, maintain, and safeguard CHARTER SCHOOL's premises. CHARTER SCHOOL warrants that its facilities are safe and compliant with all applicable building, fire, and safety codes.
- 15.2 The CHARTER SCHOOL will furnish, at its own expense, all course materials, specialized equipment, books and other necessary equipment for all CHARTER SCHOOL students. The parties understand that such equipment and materials are CHARTER SCHOOL's sole property. The instructor shall determine the type, make, and model of all equipment, books and materials to be used during each course offered as part of this CCAP Agreement. CHARTER SCHOOL understands that no equipment or materials fee may be charged to students except as may be provided for by Education Code 49011.
- 15.3 The COLLEGE facilities may be used subject to mutually agreement by the parties as expressed in the Appendix to this Agreement.
- 15.4 CHARTER SCHOOL agrees to provide instructor and students access to necessary software, websites, and to maintain IT systems essential to instruction and completion of the course.

#### **16. INDEMNIFICATION**

- 16.1 The CHARTER SCHOOL agrees to and shall indemnify, save and hold harmless the COLLEGE and its governing board, officers, employees, administrators, independent contractors, subcontractors, agents and other representatives from any and all claims, demands, liabilities, costs, expenses, damages, causes of action, losses, and judgments, arising out of CHARTER SCHOOL's performance of this Agreement. The obligation to indemnify shall extend to all claims and losses that arise from the negligence of the CHARTER SCHOOL, its officers, employees, independent contractors, subcontractors, agents and other representatives.

- 16.2 The COLLEGE agrees to and shall indemnify, save and hold harmless the CHARTER SCHOOL and its governing board, officers, employees, administrators, independent contractors, subcontractors, agents and other representatives from any and all claims, demands, liabilities, costs, expenses, damages, causes of action, losses, and judgments, arising out of COLLEGE'S performance of this Agreement. The obligation to indemnify shall extend to all claims and losses that arise from the negligence of the COLLEGE its officers, employees, independent contractors, subcontractors, agents and other representatives.

## **17. INSURANCE**

- 17.1 The CHARTER SCHOOL, in order to protect the COLLEGE, its agents, employees and officers against claims and liability for death, injury, loss and damage arising out of or in any manner connected with the performance and operation of the terms of this agreement, shall secure and maintain in force during the entire term of this agreement, insurance coverage or an approved program of self-insurance in the amount of not less than ONE MILLION DOLLARS (\$1,000,000) per incident, and property damage insurance of not less than ONE HUNDRED THOUSAND DOLLARS (\$100,000) per accident with an admitted California insurer duly licensed to engage in the business of insurance in the State of California, or public entity risk management Joint Powers Authority, authorized to provide public liability and property damage insurance in the state of California. Said policy of insurance, insurance coverage through a public entity risk management JPA or program of self-insurance shall expressly name the COLLEGE, its agents, employees and officers as an additional insured for the purposes of this Agreement. A certificate of insurance including such endorsement shall be furnished to the COLLEGE.
- 17.2 For the purpose of Workers' Compensation, the COLLEGE shall be the "primary employer" for all its personnel who perform services as instructors. The COLLEGE shall be solely responsible for processing, investigating, defending, and paying all workers' compensation claims by COLLEGE personnel made in connection with performing services and receiving instruction under this Agreement. COLLEGE agrees to hold harmless, indemnify, and defend CHARTER SCHOOL, its directors, officers, agents, and employees from any liability resulting from its failure to process, investigate, defend, or pay any workers' compensation claims by COLLEGE personnel connected with providing services under this Agreement.

## **18. NON-DISCRIMINATION**

- 18.1 Neither the CHARTER SCHOOL nor the COLLEGE shall discriminate on the basis of race or ethnicity, gender, nationality, physical or mental disability, sexual orientation, religion, or any other protected class under California State or federal law.

## **19. TERMINATION**

- 19.1 Either party may terminate this Agreement by giving written notice specifying the effective date and scope of such termination. The termination notice must be presented by January 15 for the following fall semester and by September 1 for the following spring semester. Written notice of termination of this Agreement shall be addressed to the responsible person listed in Section 20 below.

## **20. NOTICES**

- 20.1 Any and all notices required to be given hereunder shall be deemed given when personally delivered, sent by email, or deposited in the U.S. Mail, postage to be prepaid, to the following addresses:

**COLLEGE**

Solano Community College District

Solano Community College

4000 Suisun Valley Road

Fairfield, CA 94534

Attn: David Williams, Ph.D. – Vice President of Academic Affairs, Solano Community College

**CHARTER SCHOOL**

Kairos Public Schools

850 Sunflower Street Vacaville CA 95687

Attn: Jared Austin - Executive Director/Superintendent

## **21. INTEGRATION**

- 21.1 This CCAP Agreement sets forth the entire agreement between the Parties relating to the subject matter of this CCAP Agreement. All agreements or representations, express or implied, oral or written, of the Parties with regard to the subject matter hereof are incorporated into this Agreement.

## **22. MODIFICATION AND AMENDMENT**

- 22.1 No modifications or amendments of any of the terms or provisions of this CCAP Agreement shall be binding unless made in writing and signed by the Parties.

## **23. GOVERNING LAWS**

- 23.1 This agreement shall be interpreted according to the laws of the State of California.

## **24. COMMUNITY COLLEGE DISTRICT BOUNDARIES**

- 24.1 For locations outside the geographical boundaries of, COLLEGE will comply with the requirements of Title 5 of the California Code of Regulations, Sections 53000 et seq. or as amended, concerning approval by adjoining high school or community college districts and use of non-district facilities.

## **25. SEVERABILITY**

- 25.1 This CCAP Agreement shall be considered severable, such that if any provision or part of the CCAP Agreement is ever held invalid under any law or ruling, that provision or part of the CCAP Agreement shall remain in force and effect to the extent allowed by law, and all other provisions or parts shall remain in full force and effect.

## **26. COUNTERPARTS**

26.1 This CCAP Agreement may be executed by the parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

Executed on \_\_\_\_\_, 2024

By: \_\_\_\_\_  
Jared Austin, KAIROS PUBLIC SCHOOLS

By: \_\_\_\_\_  
David Williams, SOLANO COMMUNITY COLLEGE  
DISTRICT



## **APPENDIX**

### **COLLEGE AND CAREER ACCESS PATHWAYS (CCAP) A DUAL ENROLLMENT PARTNERSHIP AGREEMENT**

WHEREAS, the College and Career Access Pathways Partnership Agreement (CCAP Agreement) is between Solano Community College District (“COLLEGE”), 4000 Suisun Valley Road, Fairfield, CA 94534, and Kairos Public Schools (CHARTER SCHOOL”), 850 Sunflower Street Vacaville CA 95687.

WHEREAS, the COLLEGE and the CHARTER SCHOOL agree to record COLLEGE and CHARTER SCHOOL specific components of the CCAP Agreement using the Appendix for purposes of addressing mandated reporting requirements to include, but not limited to, the total number of high school students to be served and the total number of full-time equivalent students projected to be claimed by the community college district for those students; the scope, nature, time, location, and listing of community college courses to be offered; and criteria to assess the ability of pupils to benefit from those courses; and Sec. 2 (c)(1)

WHEREAS, the CCAP Agreement Appendix shall also be used to record protocols for information sharing in compliance with all applicable state and federal privacy laws, joint facilities use, and parental consent for high school students to enroll in community college courses; and Sec. 2 (c)(1)

WHEREAS, participation in the CCAP Agreement is consistent with the core mission of the community colleges pursuant to Section 66010.4, and that students participating in a CCAP Agreement will not lead to enrollment displacement of otherwise eligible adults in the community college; Sec. 2 (k)(3)

NOW THEREFORE, the COLLEGE and CHARTER SCHOOL agree as follows:

#### **1. CCAP AGREEMENT**

- a. COLLEGE and CHARTER SCHOOL shall ensure that one public meeting is held in the review and approval of this CCAP Agreement. Sec. 2 (b)
- b. COLLEGE shall file this CCAP Agreement with the office of the Chancellor of the California community colleges prior to the start of the partnership. Sec. 2 (c)(2)
- c. COLLEGE and CHARTER SCHOOL shall review and establish new or amended CCAP Agreements annually on or before July 1<sup>st</sup> and follow the protocols set forth in (a) and (b) of this section.
- d. COLLEGE and CHARTER SCHOOL point of contact: Sec. 2 (c)(2)

LOCATION	NAME	TELEPHONE	EMAIL
College:	David Williams, Ph.D. VP of Academic Affairs	707-864-7117	David.williams@solano.edu
Charter School:	Jared Austin Superintendent/Executive Director	707-453-7234	j.austin@kairospublicschools.org

## 2. STUDENT ENROLLMENT

- a. Minimum School Day - The CHARTER SCHOOL shall certify that it shall teach CHARTER SCHOOL students participating as part of a CCAP Agreement no less than the number of instructional minutes required to complete a minimum school day pursuant to Education Code §§ 46141 and 46142. In all circumstances the COLLEGE shall claim allowable FTES for the enrollment of high school students in a CCAP Agreement community college course.
- b. CHARTER SCHOOL shall select students consistent with the intent of AB 288 to include: high school students “who may not already be college bound or who are underrepresented in higher education with the goal of developing seamless pathways from high school to community college for career technical education or preparation for transfer improving high school graduation rates, and assisting high school pupils to achieve college and career readiness” *Sec. 2 (a)* and those from groups underrepresented in postsecondary education, those who are seeking advanced studies while in high school, and those seeking a career technical education credential or certificate.” *Sec. 1 (d)*
- c. COLLEGE and CHARTER SCHOOL shall certify that participating students will have a signed parental/guardian consent form on file with the COLLEGE. *Preamble and Sec. 2 (c)(1)*
- d. COLLEGE and CHARTER SCHOOL shall certify that participating students may enroll in up to a maximum of 15 unit load per term, or no more than four courses per term, the units are part of an academic (educational) program identified as part of this CCAP Agreement and the units are part of an academic (educational) program designed to award students both a high school diploma and an associate degree or a certificate or credential. *Sec. 2 (p)(1-3)*

## 3. CCAP AGREEMENT EDUCATIONAL PROGRAM(S) AND COURSE(S)

- a. COLLEGE is responsible for all educational program(s) and course(s) and offered as part of this CCAP Agreement whether the educational program(s) and course(s) are offered at the CHARTER SCHOOL or the COLLEGE.

## 4. CCAP AGREEMENT PROGRAM YEAR: BEGINNING FALL 2024 THROUGH SPRING 2027

COLLEGE has identified the following three pathways, course offerings per program year, estimated students served, and projected FTES. The employer of record for all courses under this CCAP Agreement is the COLLEGE and the location of the courses is the DISTRICT. The grid below is intended to project the courses offered, subject to change based on the needs of the student cohorts within the pathway.

Pathway #1: Public Safety						
Fall 2024	Spring 2025	Fall 2025	Spring 2026	Fall 2026	Spring 2027	Fall 2027 (projected)
CJ 001: Introduction to Criminal Justice	SOC 001: Introduction to Sociology	CJ 002: Concepts of Criminal Law	CJ 080: The Criminal Justice System Viewed Through a Multi-Cultural Lens			
			CJ 001: Introduction to Criminal Justice	SOC 001: Introduction to Sociology	CJ 002: Concepts of Criminal Law	CJ 080: The Criminal Justice System Viewed Through a Multi-Cultural Lens
Pathway #2: Biotechnology						
Fall 2024	Spring 2025	Fall 2025	Spring 2026	Fall 2026	Spring 2027	Fall 2027 (projected)
BIOT 160: Basic Concepts/Methods in Biotechnology	BIOT 001: Principles of Biotechnology	Ethnic Studies course				
		BIOT 160: Basic Concepts/Methods in Biotechnology	BIOT 001: Principles of Biotechnology	Ethnic Studies Course		
				BIOT 160: Basic Concepts/Methods in Biotechnology	BIOT 001: Principles of Biotechnology	Ethnic Studies course
Pathway #3: Financial Literacy						
Fall 2024	Spring 2025	Fall 2025	Spring 2026	Fall 2026	Spring 2027	Fall 2027 (projected)
BUS 020: Personal Finance	BUS 097: Skills for Workplace Success	Ethnic Studies course				
		BUS 020: Personal Finance	BUS 097: Skills for Workplace Success	Ethnic Studies course		
				BUS 020: Personal Finance	BUS 097: Skills for Workplace Success	Ethnic Studies course

BEGINNING PROGRAM YEAR: 2024-2025 COLLEGE: Solano Community College

EDUCATIONAL PROGRAM: College and Career Readiness and CTE Pathway

CHARTER SCHOOL: Kairos Public Schools

HIGH SCHOOL: Kairos Luminary Academy High School

**Required:** Describe the criteria used to assess the ability of students to benefit from the course(s) offered (Sec. 2 (c)(1)):

Kairos Public Schools has identified academic and career pathways aligned with the school’s mission and that also align with an identified pathway at Solano Community College. Students entering Kairos Public Schools will take college courses consistent with their existing educational goals.

TOTAL NUMBER OF STUDENTS TO BE SERVED: 90/year	TOTAL PROJECTED FTES: 9.0/year
------------------------------------------------	--------------------------------

5. **BOOKS/COURSE MATERIALS** - The total cost of books and/or materials for students participating as part of this CCAP agreement will be borne by the CHARTER SCHOOL. The COLLEGE will make every effort to utilize the same textbooks and/or course materials throughout the term of the CCAP agreement.

Course Name	Text/Course Materials	ISBN	Cost
	To Be Determined		

## **6. MANDATED ANNUAL STATE REPORTING**

- a. COLLEGE and CHARTER SCHOOL shall ensure accurate and timely reporting of the total number of full-time equivalent students generated by CCAP partnership community college district participants.
- b. COLLEGE and CHARTER SCHOOL shall report the annual total number of unduplicated high school student headcount by school site enrolled in each CCAP Agreement and aggregated by gender and ethnicity and shall be reported annually in compliance with all applicable state and federal privacy laws. The COLLEGE shall annually report the student data to the office of the Chancellor of the California Community Colleges. *Sec. 2 (t) (1)(A) Collection of data shall comply with COLLEGE MIS data reporting requirements.*
- c. COLLEGE and CHARTER SCHOOL shall report the annual total number of community college courses by category and type and by school site enrolled in by this CCAP Agreement. *Sec. 2 (t) (1)(B)*
- d. COLLEGE and CHARTER SCHOOL shall report the annual total number of the unduplicated high school student headcount and the percentage of successful course completions, by course category and type and by school site. *Sec. 2 (t)(1)(C)*
- e. COLLEGE and CHARTER SCHOOL shall report the annual total number of full- time equivalent students generated by this CCAP Agreement. *Sec. 2 (t)(1)(D)*
- f. COLLEGE and CHARTER SCHOOL shall ensure that the point of contact for each site establish protocols for the collection and dissemination of participating student data each semester within 30 days of the end of the term.

## **7. CCAP AGREEMENT DATA MATCH AND REPORTING**

- a. COLLEGE and CHARTER SCHOOL shall ensure operational protocols consistent with the collection of participating student data and the timely submission of the data.
- b. COLLEGE shall report all program and participating student data to the office of the Chancellor of the California Community Colleges.

## **8. PRIVACY OF STUDENT RECORDS**

- a. COLLEGE and CHARTER SCHOOL understand and agree that education records of students enrolled in the CCAP course and personally identifiable information contained in those educational records are subject to the Family Educational Rights and Privacy Act (FERPA) 20 U.S.C. § 1232g; 34 C.F.R. Part 99, including the disclosure provisions of § 99.30 and state law as set forth in Education Code §§ 49064 and 49076). COLLEGE and CHARTER SCHOOL agree to hold all student education records generated pursuant to this CCAP Agreement in strict confidence,

and further agrees not to re-disclose such records except as authorized by applicable law or regulation or by the parent or guardian's prior written consent. (34 C.F.R. § 99.33 (a), (b); 34 C.F.R. § 99.34(b) and Education Code §§ 49064 and 49076.)

- b. **Limitation on Use.** COLLEGE and CHARTER SCHOOL shall use each student education record that he or she may receive pursuant to this CCAP Agreement solely for a purpose(s) consistent with his or her authority to access that information pursuant to Federal and State law, as may be as applicable. (34 C.F.R. § 99.31, 34 C.F.R. § 99.34, and Education Code § 49076.)
- c. **Recordkeeping Requirements.** COLLEGE and CHARTER SCHOOL shall comply with the requirements governing maintenance of records of each request for access to and each disclosure of, student education records set forth under Title 34, Code of Federal Regulations § 99.32 and under Education Code § 49064 as applicable.
- d. **Acknowledgement of Receipt of Notice of FERPA Regulations.** By signature of its authorized representative or agent on this Agreement, COLLEGE and CHARTER SCHOOL hereby acknowledges that it has been provided with the notice required under 34 C.F.R. § 99.33(d) that it is strictly prohibited from re-disclosing student education records to any other person or entity except as authorized by applicable law or regulation or by the parent or guardian's prior written consent.

## **9. FACILITIES USE**

- a. COLLEGE and CHARTER SCHOOL shall adhere to the terms outlined in Section 15, Facilities, of this CCAP Agreement.

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

**TO: Members of the Governing Board**

**SUBJECT: FY 2023-2024 BUDGET UPDATE AND CCFS-311Q  
FINANCIAL REPORT, 2nd QUARTER**

**REQUESTED ACTION:**

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

**SUMMARY:**

AB 2910, Chapter 1486, Statutes of 1986, requires California community college districts to report quarterly on their financial condition. VP Susan Wheet will present the budget report with anticipated changes, based on the end of the first quarter 2023-2024 expenditures and needs. Additionally, the CCFS-311Q quarterly financial report for the first quarter of FY 2023-2024 is attached for the Board's review and information.

**STUDENT SUCCESS IMPACT:**

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

<i>Government Code:</i>	<i>Board Policy: 3020</i>	<i>Estimated Fiscal Impact:</i>
-------------------------	---------------------------	---------------------------------

**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**

February 9, 2024

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

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

February 21, 2024

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**





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**2023-24 Budget Update  
As of 12/31/2023**

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**Governor's January Proposal  
2024-2025 Budget Year**

**The Governor's Budget Prioritizes Education and  
Affirms the Value of a Community College Education**

**For the State:**

- Addresses to the \$37.9 billion deficit
  - Reserves—\$13.1 billion.
  - Reductions—\$8.5 billion.
  - Revenue/Internal Borrowing—\$5.7 billion.
  - Fund Shifts—\$3.4 billion.
  - Deferrals—\$2.1 billion.
  - Delays—\$5.1 billion.
- Legislative Analyst Office (LAO) identified a \$68 billion deficit
  - Differences in how Prop 39 Budget is incorporated into the deficit
  - More conservative estimate of State revenues



**For Community Colleges:**

- From the Rainy-Day Fund (PSSSA – Public School System Stabilization Account) in order to support the Student Centered Funding Formula (SCFF):
  - Approx. \$3 billion in 2023-24 for K-14 (\$235.9 million for community colleges)
  - Approx. \$2.7 billion in 2024-25 for K-14 (\$235.9 million for community colleges)
  - Balance at the end of 2024-25 to be more than \$3.8 billion



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- Cost of Living Adjustment (COLA)
  - 0.76% for the SCFF
  - 0.76% for some Categorical
  - 0.5% for enrollment growth
- Nursing Program Support
  - \$60 million one-time funds to expand the nursing programs and Bachelor of Science in Nursing partnerships
  - Enacted as part of the 2023-24 budget act
- No other one-time Funds
- No Reductions to other Categorical funding
- No mention of deferrals

**\*\*** This is the Governor's proposal only. It will need to go to the Senate and Assembly during the next few months. Changes are expected in the May Revision





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### **2022-23 Actuals Review**

Now that the audit has been submitted, a review of the actuals from 2022-23 was completed.

In the summary shown on the following page, both the adopted budget and the actuals are being represented. Although changes were made and brought to the Board throughout the year, it is important to show how 2022-23 started.

The college, at that time of the adopted budget, was anticipating a planned deficit of (\$1,895,059). Now that the books are closed, the actuals show a **surplus** of **\$4,346,061**. This is due to the diligent spending and practices of the staff, faculty, and administration.

Both CSEA and Local 39 have in their contracts that a proportionate share of any surplus is to be given back to the employees. It has been common practice to extend this to the faculty, supervisors, confidential employees, and administration. The college maintains 20% of the surplus for ongoing expenses or specific reserves, with the remaining 80% going back to the employees. Calculations as to the proportionate share for each group are in process. The hope is to have it distributed in either the March or April paychecks.





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## Actuals Summary for 2022-23

General Fund			
Description	Object Code	Fund: 11 UNRESTRICTED SUBFUND	
		Adopted Budget approved on 9/6/22	Actuals after audit completion
<b>REVENUES:</b>			
Federal Revenues	8100	29,204	11,795
State Revenues	8600	39,096,651	35,472,293
Local Revenues	8800	20,695,574	27,933,019
<b>Total Revenues</b>		<b>59,821,429</b>	<b>63,417,107</b>
<b>EXPENDITURES:</b>			
Academic Salaries	1000	24,251,684	22,141,897
Classified Salaries	2000	11,741,364	11,680,904
Employee Benefits	3000	15,521,814	17,110,764
Supplies and Materials	4000	968,448	780,643
Other Operating Expenses and Services	5000	8,081,680	6,974,392
Capital Outlay	6000	246,498	376,440
Other Outgo	7000	655,000	6,006
Contingency		250,000	0
<b>Total Expenditures</b>		<b>61,716,488</b>	<b>59,071,046</b>
<b>Excess /(Deficiency) of Revenues over Expenditures</b>		<b>(1,895,059)</b>	<b>4,346,061</b>
<b>BEGINNING FUND BALANCE:</b>			
Net Beginning Balance, July 1	9010	30,497,292	33,196,719
Prior Years Adjustments (per audit)	9020	0	348,046
Adjusted Beginning Balance	9030	30,497,292	33,544,765
<b>Ending Fund Balance, June 30</b>		<b>28,602,233</b>	<b>37,890,826</b>



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**Budget Update Summary**  
**End of 2<sup>nd</sup> Quarter 2023-24**

**Fund 11 - Unrestricted Revenue:**

- Increase in Base Allocation due to new allocations of actual and estimated enrollments – this will change as the new enrollments for 2023-24 are certified
- Additional \$5.88M in reallocated funds from 2022-23 due to final FTES certification
- EPA funds from 2022-23 will **NOT** be received

**Fund 11 - Unrestricted Expenses:**

- Minor increases in supplies/materials
- Decrease in Capital Outlay
- Maintaining Contingency appropriation as a safety
- Salaries/Benefits – approximately 81.4% of total expenses

**Fund 11 - Unrestricted Ending Fund Balance & Composition:**

- Beginning Fund Balance – Final Numbers after audit completion. Includes surplus from 2022-23
- Addition of Year-End Bucket allocation for the 2022-23 Surplus (80%)
- Potential Year End Bucket Distribution (80%) of 2023-24 surplus
- Potential Technology/Non-Capitol Expense Reserve (20%) of 2022-23 surplus and potential 2023-24 surplus
- Required Board 5% reserve increased due to expenses increasing
- Board Required Reserve plus Stability Reserve = 28.7% (State recommends a minimum of 2 months, SCC 2 months = approx. 18.42%)

**Fund 12- Restricted Funds:**

- Small adjustments to align with fundings and expenditures



# SOLANO

## COMMUNITY COLLEGE

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### UNRESTRICTED FUND

	after 9/30		after 12/31	
	Adopted Budget	Budget Update	Budget Update	
		end of Qtr 1	end of Qtr 2	
	2023-24	2023-24	2023-24	
REVENUES:				
Base Allocation (FTES & Basic Alloc.)	\$ 48,764,617	\$ 46,518,518	\$ 48,175,791	
Supplemental Allocation	\$ 9,180,059	\$ 9,180,060	\$ 9,180,060	
Student Success Allocation	\$ 6,663,854	\$ 6,663,853	\$ 6,663,853	
Decline in anticipated EPA funding	\$ -	\$ -	\$ -	
Sub Total	\$ 64,608,530	\$ 62,362,431	\$ 64,019,704	
Education Protection Account (EPA) - reallocation	\$ -	\$ -	\$ -	
State General Fund Allocation - Reallocation from 2022-23	\$ -	\$ 5,884,371	\$ 5,884,371	
Other State Revenue	\$ 1,269,217	\$ 858,546	\$ 858,546	
GFU-Pell Admin & Interest	\$ 45,877	\$ 45,877	\$ 45,877	
Other revenues	\$ -	\$ -	\$ 410,669	
TOTAL REVENUES	\$ 65,923,624	\$ 69,151,225	\$ 71,219,167	
EXPENDITURES:				
Academic Salaries	\$ 25,604,998	\$ 25,604,998	\$ 25,604,998	
Classified Salaries	\$ 13,315,224	\$ 13,315,224	\$ 13,329,224	
Benefits	\$ 16,893,937	\$ 16,893,937	\$ 16,893,937	
Supplies and Materials	\$ 865,929	\$ 1,029,929	\$ 1,070,602	
Other Operating	\$ 10,163,330	\$ 10,204,330	\$ 10,240,156	
Capital Outlay	\$ 392,970	\$ 392,970	\$ 362,970	
Other Outgo	\$ 340,000	\$ 340,000	\$ 340,000	
Contingency appropriation	\$ 250,000	\$ 250,000	\$ 250,000	
GFU-Pell Admin	\$ 45,877	\$ 45,877	\$ 45,877	
Other awards	\$ -	\$ -	\$ 410,669	
TOTAL EXPENDITURES	\$ 67,872,265	\$ 68,077,265	\$ 68,548,433	
NET FUND BALANCE INCREASE (DECREASE)	\$ (1,948,641)	\$ 1,073,960	\$ 2,670,733	



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### UNRESTRICTED FUND – ENDING FUND BALANCE

	<i>Adopted Budget</i>	<i>after 9/30 Budget Update end of Qtr 1</i>	<i>after 12/31 Budget Update end of Qtr 2</i>
	<b>2023-24</b>	<b>2023-24</b>	<b>2023-24</b>
<b>NET FUND BALANCE INCREASE (DECREASE)</b>	\$ (1,948,641)	\$ 1,073,960	\$ 2,670,733
<b>BEGINNING FUND BALANCE</b>	\$ 30,385,877	\$ 28,437,237	\$ 37,890,826
Prior Year Adjustments to Fund Balance			\$ -
Adjusted Beginning Fund Balance (Audited Fin Stmtns)			\$ -
<b>ENDING FUND BALANCE</b>	\$ 28,437,236	\$ 29,511,197	\$ 40,561,559
<b>FUND BALANCE COMPOSITION/RATIO:</b>			
Year End Bucket for 2022-23 (80% of \$4,346,061 - Distributed in March/April 2024)			\$ 3,476,849
Potential Year End Bucket for 2023-24 (80% of Net Fund Balance Increase - Distributed in Oct 2024)	\$ -	\$ 859,168	\$ 2,136,587
Potential Technology/ Non- Capitol Expense Reserve (20% from both the 2022-23 Surplus and the potential 2023-24 surplus)	\$ -	\$ 214,792	\$ 1,403,359
Salary Improvements 2022-23 (taken from reserve over 5 years)	\$ 5,400,000	\$ 5,400,000	\$ 5,400,000
STRS/PERS Premium Reserve	\$ 4,525,000	\$ 4,525,000	\$ 4,525,000
Designated Reserve: OPEB Liability	\$ 4,000,000	\$ 4,000,000	\$ 4,000,000
Board Required Minimum 5% Reserve	\$ 3,393,613	\$ 3,403,863	\$ 3,427,422
Stability Reserve	\$ 11,118,624	\$ 11,108,374	\$ 16,192,343
<b>ENDING FUND BALANCE</b>	<b>\$ 28,437,237</b>	<b>\$ 29,511,197</b>	<b>\$ 40,561,559</b>
<b>Fund Balance / Reserve Ratio</b>	<b>41.9%</b>	<b>43.3%</b>	<b>59.2%</b>





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**RESTRICTED FUNDS – FEDERAL**

	<i>Adopted Budget</i>	<i>after 9/30 Budget Update end of Qtr 1</i>	<i>after 12/31 Budget Update end of Qtr 2</i>
	<i>2023-24</i>	<i>2023-24</i>	<i>2023-24</i>
<b>REVENUES:</b>			
Federal Sources	\$ 770,766	\$ 767,178	\$ 767,178
<b>EXPENDITURES:</b>			
<b>Federal Programs -</b>			
CARES/HEERF	\$ -	\$ -	\$ -
College Work Study	\$ 175,855	\$ 175,855	\$ 175,855
Perkins	\$ 448,867	\$ 448,867	\$ 448,867
TANF/Calworks	\$ 46,000	\$ 42,453	\$ 42,453
Veterans 38	\$ 20,044	\$ 19,338	\$ 19,338
FCKE	\$ 80,000	\$ 80,665	\$ 80,665
<b>TOTAL Federal Programs</b>	<b>\$ 770,766</b>	<b>\$ 767,178</b>	<b>\$ 767,178</b>



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## COMMUNITY COLLEGE

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### RESTRICTED FUNDS – STATE

	<i>Adopted Budget</i>	<i>after 9/30 Budget Update end of Qtr 1</i>	<i>after 12/31 Budget Update end of Qtr 2</i>
	<i>2023-24</i>	<i>2023-24</i>	<i>2023-24</i>
<b>REVENUES:</b>			
State Sources	\$ 40,485,834	\$ 40,396,058	\$ 43,309,191
<b>State Programs -</b>			
Student Equity & Achievement	\$ 7,138,071	\$ 7,085,071	\$ 7,085,071
Strong Workforce (Local)	\$ 4,886,353	\$ 4,919,019	\$ 4,919,019
Strong Workforce (Regional)	\$ 2,397,860	\$ 2,397,352	\$ 2,397,352
Physical Plant & Instructional Support	\$ 3,731,805	\$ 3,785,024	\$ 3,785,024
EOPS	\$ 1,121,697	\$ 1,121,697	\$ 1,121,697
DSPS	\$ 870,857	\$ 871,119	\$ 870,857
College Promise	\$ 1,654,841	\$ 1,654,841	\$ 1,654,841
Interfund Transfers/Other Outgo	\$ 349,765	\$ 349,765	\$ 349,765
Financial Aid Administration (SFAA-BFAP)	\$ 371,290	\$ 371,290	\$ 371,290
Lottery	\$ 1,422,296	\$ 1,847,397	\$ 1,847,397
Covid Recovery Block Grant (one time fund)	\$ 1,788,430	\$ 1,767,988	\$ 1,767,988
LAEP	\$ 1,200,630	\$ 1,200,630	\$ 1,200,630
Undocumented Rsrcs Liaisons	\$ 183,539	\$ 243,692	\$ 243,692
NextUp	\$ 1,351,276	\$ 1,351,276	\$ 1,351,276
EEO Best Practice	\$ 315,558	\$ 315,558	\$ 315,558
Equal Employment Opportunity	\$ 261,269	\$ 261,269	\$ 261,269
FCKE	\$ 175,563	\$ 169,625	\$ 169,625
Local Systemwide Tech Data Security	\$ 335,000	\$ 335,000	\$ 510,000
CARE	\$ 267,141	\$ 267,141	\$ 267,141
Culturally Responsive Pedagogy & Practices	\$ 296,490	\$ 296,490	\$ 296,490
Culturally Comp-Faculty Prof Dev (one-time)	\$ 2,461	\$ 2,461	\$ 2,461
Culturally Comp-Faculty Prof Dev	\$ 150,000	\$ 150,000	\$ 150,000
Nursing	\$ 178,670	\$ 178,670	\$ 178,670
Student Retention and Outreach	\$ 1,716,326	\$ 1,102,894	\$ 1,102,894
MESA	\$ 1,548,576	\$ 1,552,039	\$ 1,552,039
Adult Block Ed	\$ 44,784	\$ 44,784	\$ 44,784
Zero Textbook	\$ 180,000	\$ 180,000	\$ 180,000
Asian-American, Native Hawaiian & Pacific Islander	\$ 150,697	\$ 280,297	\$ 280,297
Financial Aid Technology	\$ 164,568	\$ 164,568	\$ 164,568
<b>Page 1 Subtotal</b>	<b>\$ 34,255,813</b>	<b>\$ 34,266,957</b>	<b>\$ 34,441,695</b>



# SOLANO

## COMMUNITY COLLEGE

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### RESTRICTED FUNDS – STATE (continued)

	<i>Adopted Budget</i>	<i>after 9/30 Budget Update end of Qtr 1</i>	<i>after 12/31 Budget Update end of Qtr 2</i>
	<i>2023-24</i>	<i>2023-24</i>	<i>2023-24</i>
<b>Page 1 Subtotal</b>	<b>\$ 34,255,813</b>	<b>\$ 34,266,957</b>	<b>\$ 34,441,695</b>
Student Success Completion	\$ 1,635,072	\$ 1,635,072	\$ 1,635,072
Guided Pathways	\$ 591,004	\$ 591,004	\$ 591,004
Mental Health Services	\$ 354,959	\$ 354,959	\$ 354,959
CCPG (BFAP Admin) - transferred to 1100/GFU (unrestricted)	\$ 412,820	\$ -	\$ -
Classified Prof Development (One-time)	\$ 12,892	\$ 12,892	\$ 12,892
Basic Needs Services	\$ 603,016	\$ 381,193	\$ 159,393
Basic Needs Center	\$ 569,234	\$ 569,234	\$ 569,234
Student Food & Housing Supp	\$ 632,016	\$ 632,016	\$ 632,016
Rising Scholars	\$ 212,459	\$ 212,459	\$ 212,459
Textbook Reimb-Teaching Incar (one-time)	\$ 200,000	\$ 200,000	\$ 200,000
LGBTQ+	\$ 63,918	\$ 129,243	\$ 129,243
CCC Equitable Placement & Completion	\$ 504,623	\$ 504,623	\$ 504,623
Deaf and Hard of Hearing	\$ 110,833	\$ 110,833	\$ 110,833
Transfer Ed amd Articulation - Seamless Transfer	\$ 48,695	\$ 48,695	\$ 48,695
Instructional Equipment (one-time)	\$ 107,562	\$ 107,562	\$ 107,562
RERP	\$ 59,692	\$ 59,692	\$ 59,692
Rancho Santiago CCCD	\$ 18,578	\$ 18,578	\$ 18,578
Statewide Technology & Data Security	\$ 59,138	\$ 59,138	\$ 59,138
Hunger Free Campus	\$ 11,631	\$ 11,631	\$ 11,631
Zero Textbook Costs	\$ 21,879	\$ 21,879	\$ 21,879
Veterans Resource Center (one-time)	\$ -	\$ 40,373	\$ 40,373
Veterans Resource Center (ongoing)	\$ -	\$ 329,025	\$ 329,025
Cal LAW	\$ -	\$ 99,000	\$ 99,000
A2MEND	\$ -	\$ -	\$ 37,024
Hire Up Program	\$ -	\$ -	\$ 1,750,000
Rising Scholars - Juvenile Justice Program	\$ -	\$ -	\$ 607,954
Student Transfer Achievement	\$ -	\$ -	\$ 565,217
<b>Page 2 Subtotal</b>	<b>\$ 6,230,021</b>	<b>\$ 6,129,101</b>	<b>\$ 8,867,496</b>
<b>TOTAL State Programs</b>	<b>\$ 40,485,834</b>	<b>\$ 40,396,058</b>	<b>\$ 43,309,191</b>



# SOLANO

## COMMUNITY COLLEGE

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### RESTRICTED FUNDS – LOCAL

	<b>Adopted Budget</b>	<b>after 9/30 Budget Update</b>	<b>after 12/31 Budget Update</b>
	<b>2023-24</b>	<b>2023-24</b>	<b>2023-24</b>
<b>REVENUES:</b>			
Local Sources - actual	\$ 5,769,286	\$ 6,066,197	\$ 4,543,025
Local Sources - projected/future awards			\$ 2,401,262
<b>TOTAL REVENUES</b>	<b>\$ 5,769,286</b>	<b>\$ 6,066,197</b>	<b>\$ 6,944,287</b>
<b>EXPENDITURES:</b>			
<b>Local Programs -</b>			
Facilities-Campus Reservations	\$ 370,869	\$ 370,869	\$ 304,581
President's SCC-Local Funds	\$ 680,462	\$ 684,869	\$ 713,975
Health Center	\$ 617,177	\$ 912,249	\$ 1,237,477
Parking	\$ 418,828	\$ 418,828	\$ 727,667
Graphics Dept	\$ 52,418	\$ 52,418	\$ 62,142
SCC Theatre	\$ 53,597	\$ 53,597	\$ 183,153
UC Berkeley-Puente	\$ 53,067	\$ 85,226	\$ 46,078
Athletic Teams	\$ 72,689	\$ 66,776	\$ 79,760
CIRM (5-year grant) - reimbursable	\$ 2,812,443	\$ 2,812,443	\$ 2,812,443
NIIMBL - reimbursable	\$ 31,788	\$ 82,956	\$ 46,362
Other Local Programs	\$ 605,947	\$ 525,966	\$ 730,648
<b>TOTAL EXPENDITURES</b>	<b>\$ 5,769,286</b>	<b>\$ 6,066,197</b>	<b>\$ 6,944,286</b>
<b>NET FUND BALANCE INCREASE (DECREASE)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>



**SOLANO**  
COMMUNITY COLLEGE

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### OUTLOOK ON OTHER FUNDS

Fund Number	Fund Name	Estimated Ending Fund Balance at Adopted Budget	Beginning Fund Balance to Audited Fund Balance*	Revenues Projected as of 2 <sup>nd</sup> Quarter	Expenses/ Disbursements Projected as of 2 <sup>nd</sup> Quarter	Ending Fund Balance Projected as of 2 <sup>nd</sup> Quarter
Fund 21	Debt Services	\$3,728,988	<b>(\$964,734)</b>	\$17,367,928	\$17,367,928	(\$964,734)
Fund 33	Child Development	\$79,265	<b>\$157,713</b>	\$1,524,522	\$1,547,993	\$134,242
Fund 41	Capital Outlay	\$4,779,929	<b>\$6,405,744</b>	\$990,000	\$390,000	\$6,795,744
Fund 42	Measure Q	\$13,821,893	<b>\$66,459,161</b>	\$31,771,000	\$51,205,221	\$47,024,940
Fund 72	Student Rep Fee	\$66,996	<b>\$66,987</b>	\$88,055	\$77,521	\$77,521
Fund 73	Student Body Center Fee	\$209,382	<b>\$258,012</b>	\$20,345	\$40	\$278,316
Fund 74	Finance Aid	\$17,546,566	<b>\$350</b>	\$9,653,872	\$9,654,222	\$0
Fund 81	ASSC and Clubs	\$256,772	<b>\$244,663</b>	\$386,916	\$386,916	\$244,663

Notes:

\* Adjusted Beginning Fund Balance to the Audited Financial Statements changed the ending fund balances being projected



# SOLANO

## COMMUNITY COLLEGE

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### 311Q REPORT TO STATE

Fiscal Year: 2023		Quarter Ended: 2		As of June 30 for the fiscal year specified			
Line	Description	Actual 2020-2021	Actual 2021-2022	Actual 2022-2023	Projected 2023-2024		
Unrestricted General Fund Revenue, Expenditure and Fund Balance:							
A.	Revenues:						
A.1	Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)	60,680,342	59,481,760	63,417,107	65,334,796		
A.2	Other Financing Sources (Object 8900)	10,120	526,945	0	0		
A.3	Total Unrestricted Revenue (A.1 + A.2)	60,690,462	60,008,705	63,417,107	65,334,796		
B.	Expenditures:						
B.1	Unrestricted General Fund Expenditures (Objects 1000-6000)	51,181,211	53,587,740	59,055,040	67,797,764		
B.2	Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	33,439	0	6,006	340,000		
B.3	Total Unrestricted Expenditures (B.1 + B.2)	51,214,650	53,587,740	59,061,046	68,137,764		
C.	Revenues Over(Under) Expenditures (A.3 - B.3)	9,475,812	6,420,965	4,356,061	(2,802,968)		
D.	Fund Balance, Beginning	18,866,811	26,775,754	33,196,719	37,890,826		
D.1	Prior Year Adjustments + (-)	(1,566,869)	0	0	0		
D.2	Adjusted Fund Balance, Beginning (D + D.1)	17,299,942	26,775,754	33,196,719	37,890,826		
E.	Fund Balance, Ending (C. + D.2)	26,775,754	33,196,719	37,552,780	35,087,858		
F.1	Percentage of GF Fund Balance to GF Expenditures (E. / B.3)	52.3%	61.9%	63.6%	51.50%		

		As of the specified quarter ended for each fiscal year			
Line	Description	2020-2021	2021-2022	2022-2023	2023-2024
<b>Total General Fund Cash Balance (Unrestricted and Restricted)</b>					
H.1	Cash, excluding borrowed funds	18,791,838	22,833,521	39,312,996	43,528,013
H.2	Cash, borrowed funds only	0	0	0	0
H.3	<b>Total Cash (H.1 + H.2)</b>	18,791,838	22,833,521	39,312,996	43,528,013

Line	Description	Adopted Budget (Col. 1)	Annual Current Budget (Col. 2)	Year-to-Date Actuals (Col. 3)	Percentage (Col. 3/Col 2.)
<b>Unrestricted General Fund Revenue, Expenditure and Fund Balance:</b>					
I.	<b>Revenues:</b>				
I.1	Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)	65,923,624	65,334,796	37,022,943	56.7%
I.2	Other Financing Sources (Object 8900)	0	0	0	
I.3	<b>Total Unrestricted Revenue (I.1 + I.2)</b>	65,923,624	65,334,796	37,022,943	56.7%
J.	<b>Expenditures:</b>				
J.1	Unrestricted General Fund Expenditures (Objects 1000-6000)	67,532,264	67,797,764	32,209,974	47.5%
J.2	Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	340,000	340,000	320,000	94.1%
J.3	<b>Total Unrestricted Expenditures (J.1 + J.2)</b>	67,872,264	68,137,764	32,529,974	47.7%
K.	<b>Revenues Over(Under) Expenditures (I.3 - J.3)</b>	(1,948,640)	(2,802,968)	4,492,969	
L.	<b>Fund Balance, Beginning</b>	28,437,237	37,890,826	37,890,826	
L.1	Prior Year Adjustments + (-)	0	0	0	
L.2	<b>Adjusted Fund Balance, Beginning (L + L.1)</b>	28,437,237	37,890,826	37,890,826	
M.	<b>Fund Balance, Ending (K. + L.2)</b>	26,488,597	35,087,858	42,383,795	
N.	Percentage of GF Fund Balance to GF Expenditures (M. / J.3)	39.0%	51.5%		