

**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

Leave of Absence

<u>Name</u>	<u>Leave Type</u>	<u>Effective</u>
Porfirio Loza	Unpaid	03/29/24-9/22/24 (updated)

District Resignation

<u>Name</u>	<u>Assignment & Years of Service</u>	<u>Effective Date</u>
Amy Meachum	Human Resources Analyst 8 years and 3 months of service with SCC	03/29/2024

Short-Term/Temporary/Substitute

<u>Name</u>	<u>Assignment</u>	<u>Fund/Grant</u>	<u>Effective</u>	<u>Amount</u>
Christian Gella	Special Project	AANHPI	04/04/24 - 06/30/24	\$30.00/hr.
Jan Lee Marshall	Prop Master	General	02/29/24 - 05/30/24	\$500.00 Lump Sum
Ryan Poston	Information Analyst	General	04/08/24 - 06/30/24	\$26.98/hr.
Gail Rulloda	AANHPI Faculty Support	AANHPI	03/04/24 - 06/30/24	\$76.85/hr.
Faith Vue	Student Services Generalist	AANHPI	04/04/24 - 06/30/24	\$18.91/hr.
Andrew Wesley	Theater Production Musician	General	02/29/24 - 05/30/24	\$1,500.00 Lump Sum

Salvatore Abbate
Human Resources

March 22, 2024

Date Submitted

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

April 3, 2024

Date Approved

**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 Wheet, Vice President**

<u>Name</u>	<u>Description</u>	<u>Effective</u>	<u>Amount</u>
Atomic DJ & Photo Booth	Vendor to provide photobooth rental with accessories for 2.5 hours at the Nursing Pinning Ceremony	03/15/24-05/30/24	Not to Exceed \$449.00
KAI Partners, Inc	Vendor to provide technology support for Information Security and Gramm-Leach-Bliley Act compliance needs.	03/01/24-06/30/24	Not to Exceed \$26,00.00
Quadient/Pitney Bowes	New 63-month lease for postage meter to replace existing equipment that will be phased out in June 2024.	06/01/24-08/30/29	Not to Exceed \$22,942.00

PERSONAL SERVICES AGREEMENTS

**Student Services
Lisa Neeley, Vice President**

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Balloon Specialties, LLC	Vendor to provide balloons for 2024 Graduation to include 105-foot balloon garland for fence line and balloons for two ticket booths.	05/23/2-05/23/24	Not to Exceed \$6,000
Karla von Muhlflod	Vendor to provide 10-minute chair massages to student, SCC employee veterans, and active-duty service member students in observance of Women's Appreciation Month on 3/27/2024.	03/27/24-03/27/24	Not to Exceed \$460.00

Academic Affairs
David Williams, Vice President

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Robert Nadler	Consultant contracted to perform percussion for spring theater production.	02/27/24-05/30/24	Not to Exceed \$1,500.00
<hr/>			
<hr/> Susan Wheet Vice President, Finance & Administration		<hr/> Celia Esposito-Noy, Ed.D. Superintendent-President	
<hr/> March 22, 2024		<hr/> April 3, 2024	
<hr/> Date Submitted		<hr/> Date Approved	

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

TO: Members of the Governing Board

SUBJECT: DONATIONS

REQUESTED ACTION:

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

SUMMARY:

<u>Name & Address</u>	<u>Item & Estimated Value</u>	<u>Receiving Department</u>
Ford Motor Company 1555 Fairlane Drive Allen Park, MI 48101	New - 2023 Lincoln Aviator Grand Touring PHEV - \$93,300.00 <i>As is - \$0 due to flood damage at factory – scrapped by Ford.</i>	Automotive Technology

Acceptance of this donation is recommended at this time.

STUDENT SUCCESS IMPACT:

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

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

SUPERINTENDENT'S RECOMMENDATION:

☒ APPROVAL ☐ DISAPPROVAL
☐ NOT REQUIRED ☐ TABLE

Susan Wheat
Vice President, Finance & Administration

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707 864-7299

TELEPHONE NUMBER

Susan Wheat
Finance & Administration

VICE PRESIDENT APPROVAL

March 22, 2024

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

April 3, 2024
**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**



DONATIONS TO SOLANO COMMUNITY COLLEGE DISTRICT

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

~~PLEASE PRINT LEGIBLY~~

DONOR NAME: Ford Motor Company TITLE: _____

BUSINESS/
AGENCY NAME: _____ TYPE OF BUSINESS: Corporation
(If applicable)

ADDRESS: 1555 Fairlane Drive CITY, STATE, ZIP: Allen Park, MI 48101

CONTACT E-MAIL: mmclea27@ford.com CONTACT TEL. # 603.809.6821

INTENDED RECIPIENT: (School/Dept. Name or Individual Recipient) Auto Department (Ford ACE)
(acceptance subject to approval by the District)

TYPE OF DONATION: (check one)

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

☒ **Goods** (includes equipment, supplies, materials, other tangibles). Description must include year, make, model and current quality of operation and condition/appearance. 2023 Lincoln Aviator Grand Touring PHEV, VIN 5LMYJ9YY5PNL03232

Brand new unit that was involved in flooding while awaiting shipment at the assembly plant. Excellent condition externally, potential warning lights illuminated. Estimated retail value of these goods: \$ 0 (scrap)

☐ **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): _____

Title: _____

☐ Donation(s) Accepted ☐ Donation(s) Not Accepted Date: _____

Comments: _____

APPROVAL SIGNATURES

1. _____
Chief Technology Officer Date _____
2. _____
Associate Vice President, Human Resources Date _____
3. _____
Vice President, Finance and Administration Date _____
4. _____
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: _____

Date thank you letter sent: _____

RC/ea

Comments/Attachments

VEHICLE DESCRIPTION

LINCOLN AVIATOR

2023 AWD BL GRAND TOURING
119" WHEELBASE
3.0L V6 GT PLUG-IN HYBRID
MOD HYBRID TRANSMISSION

EXTERIOR
FLIGHT BLUE MET CC
INTERIOR
TAN LEATHER SEAT SURFACES

PN L03232

EPA DOT Fuel Economy and Environment



Plug-In Hybrid Vehicle
Electricity-Gasoline

Fuel Economy Standard SUVs range from 14 to 102 MPG. The best vehicle rates 132 MPGe.

Electricity + Gasoline
Charge Time: 3.5 hours (240V)

56 **MPGe**
0.0 gallons per 100 miles
60 kWhrs per 100 miles

Gasoline Only

23 **MPG**
4.3 gallons per 100 miles

Driving Range

Electricity + Gasoline

All Electric Range = 0 to 21 miles

Gasoline only

21 miles

Gasoline only

25 miles

460 miles

Annual fuel cost

\$1,600

Fuel Economy & Greenhouse Gas Rating (tailpipe only)



This vehicle emits 209 grams CO₂ per mile. The best emits 0 grams per mile (tailpipe only). Producing and distributing fuel and electricity also create emissions; learn more at fueleconomy.gov.

Actual results will vary for many reasons, including driving conditions and how you drive and maintain your vehicle. The average new vehicle gets 28 MPG and costs \$8,000 to fuel over 5 years. Cost estimates are based on 15,000 miles per year at \$2.95 per gallon and \$14 per kW-hr. This is a dual fueled automobile. MPGe is miles per gasoline gallon equivalent. Vehicle emissions are a significant cause of climate change and smog.

fueleconomy.gov

Calculate personalized estimates and compare vehicles



GOVERNMENT 5-STAR SAFETY RATINGS

Overall Vehicle Score

Not Rated

Based on the combined ratings of frontal, side and rollover. Should ONLY be compared to other vehicles of similar size and weight.

Frontal

Driver

Not Rated

Crash

Passenger

Not Rated

Based on the risk of injury in a frontal impact.

Should ONLY be compared to other vehicles of similar size and weight.

Side

Front seat

Not Rated

Crash

Rear seat

Not Rated

Based on the risk of injury in a side impact.

Rollover

Not Rated

Based on the risk of rollover in a single-vehicle crash.

Star ratings range from 1 to 5 stars (★★★★★), with 5 being the highest.

Source: National Highway Traffic Safety Administration (NHTSA).

www.safercar.gov or 1-888-327-4236

5LMYJ9YY5PNL03232



WARNING: Operating, servicing and maintaining a passenger vehicle, pickup truck, van, or off-road vehicle can expose you to chemicals including engine exhaust, carbon monoxide, phthalates, and lead, which are known to the State of California to cause cancer and birth defects or other reproductive harm. To minimize exposure, avoid breathing exhaust, do not idle the engine except as necessary, service your vehicle in a well-ventilated area and wear gloves or wash your hands frequently when servicing your vehicle. For more information go to www.P65Warnings.ca.gov/passenger-vehicle.

SCAN OR TEXT 5LPNL03232 TO 59173



Msg & Data rates may apply. Text HELP for help

www.lincoln.com/help/privacy-terms/

- EXTERIOR**
- ADAPTIVE PIXEL LED HDLMPS
 - CHARGE PORT DOOR
 - DUAL EXHAUST SYSTEM
 - WBRIGHT QUAD TIPS
 - GRILLE - BL BLK MESH UPFR
 - ILLUMINATED LINCOLN STAR
 - LIGHT TOUCH HANDLE
 - MIRRORS-HEATED/AUTOFOLD/SIGNAL/MEMORY/DRV AUTODIM/I
 - SECURITY APPROACH LAMPS
 - PANORAMIC VISTA ROOF® W/ POWER SHADE
 - ROOF RACK SIDE RAILS
 - SOFT CLOSE DOORS

- INTERIOR**
- 10.1" LCD CENTERSTACK SCR N
 - AMBIENT LIGHTING
 - HEATED STEERING WHEEL
 - LEATHER WRAPPED STR WHEEL
 - W/CRUISE AND AUDIO CONTROL
 - POWER TILT/TELESCOPING
 - STEERING COLUMN W/MEMORY
 - POWERFOLD® 3RD ROW SEATS - ONE TOUCH FOLD-FLAT
 - QUAD-ZONE CLIMATE CONTROL
 - REAR-DOOR SUNSHADES
 - SEATS-HTD/VENT FRONT&REAR
 - SEATS-PERFECT POSITION
 - 30-WAY ACTIVE MOTION
 - SYMPHONIC CHIMES

- SAFETY/SECURITY**
- ADVANCETRAC™ WITH RSC®
 - AIRBAGS - SAFETY CANOPY®
 - AIRBAGS-DRV&PASS KNEE
 - AIRBAGS-DUAL-STAGE FRONT
 - AUTO HIGH BEAMS
 - EVASIVE STEERING ASSIST
 - PERIMETER ALARM
 - PERSONAL SAFETY SYSTEM™
 - PRE-COLLISION ASSIST W/AEB
 - TIRE PRESSURE MONITOR SYS

- WARRANTY**
- 4YR/50K MILE WARRANTY
 - 4YR/50K PICKUPDELIVERY SVC
 - 4YR/50K PREM MAINTENANCE
 - 6YR/70K MI POWERTRAIN WARR

INCLUDED ON THIS VEHICLE

EQUIPMENT GROUP 900A

OPTIONAL EQUIPMENT/OTHER

- 2023 MODEL YEAR
- FLIGHT BLUE MET CC
 - 21" BRIGHT MACH ALUM WHL
 - .P275/49R21 A/S TIRES
 - FLOOR LINERS,FRONT & 2ND ROW
 - 50 STATE EMISSIONS
 - CLASS IV TRAILER TOW PACKAGE
 - BLIND SPOT W/ TRLR CVR
 - BLACK LABEL FLIGHT THEME
 - HANDS-FREE LIFTGATE DELETE
 - FRONT LICENSE PLATE BRACKET
 - TAG 000N000

PRICE INFORMATION

BASE PRICE \$90,280.00

TOTAL OPTIONS/OTHER 1,355.00

TOTAL VEHICLE & OPTIONS/OTHER DESTINATION & DELIVERY 91,635.00

BLACK LABEL MEMBER PRIVILEGES

- 4 year/50,000 Mile Premium Maintenance Plan
- Remote New Vehicle Delivery
- Remote service pickup and re-delivery (50 Mile Radius)
- Anytime car wash
- Travel Collection
- Lincoln Access Rewards
- (70,000 Welcome Points)

Privileges available across Black Label dealer network. See your Lincoln Black Label Dealership for complete details.



L A B E L

B L A C K

RAMP ONE	CC06	TOTAL MSRP \$93,030.00	
		LINCOLN AUTOMOTIVE FINANCIAL SERVICES	
RAMP TWO	CONVOY	ITEM #:	00-Z100 O/T 2
		Whether you decide to lease or finance your vehicle, you'll find the choices that are right for you. See your Lincoln Dealer for details or visit www.lincolnafs.com.	
		1255 R RD 2AG 340 000084 11 16 23	
		This label is affixed pursuant to the Federal Automobile Information Disclosure Act. Gasoline, License, and Title Fees, State and Local taxes are not included. Dealer installed options or accessories are not included unless listed above.	

AGENDA ITEM 12.(a)
MEETING DATE April 3, 2024

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: APPROVAL OF REVISIONS TO THE ESTABLISHMENT
OF DATES, TIME, AND LOCATIONS OF GOVERNING
BOARD MEETINGS

REQUESTED ACTION:

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

SUMMARY:

The Governing Board approved revisions to Board Policy 1025; therefore, the meeting of June 19, 2024, which is the Juneteenth holiday, has been removed from the Board Meetings Calendar. Approval of the revised schedule is being requested at this time.

STUDENT SUCCESS IMPACT:

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

Government Code: N/A	Board Policy: 1025	Estimated Fiscal Impact: N/A
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SUPERINTENDENT'S RECOMMENDATION:

☒ APPROVAL ☐ DISAPPROVAL
☐ NOT REQUIRED ☐ TABLE

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

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707 864-7299

TELEPHONE NUMBER

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

April 3, 2024

VICE PRESIDENT APPROVAL

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

March 21, 2024

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD
2024
BOARD MATERIAL PREPARATION SCHEDULE**

(The 1st meeting of each month is a Study Session)

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

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

TO: Members of the Governing Board

SUBJECT: RESOLUTION NO. 23/24-10 TO RECOGNIZE EARTH DAY
2024

REQUESTED ACTION:

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

SUMMARY:

Board approval is requested for Resolution No. 23/24-10, to recognize Earth Day 2024. The first Earth Day on April 22, 1970, activated 20 million Americans from all walks of life and is widely credited with launching the modern environmental movement.

Earth Day will be recognized at the Fairfield, Vacaville, and Vallejo campuses on April 23, 2024.

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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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

March 22, 2024

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

April 3, 2024

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

RESOLUTION TO RECOGNIZE EARTH DAY 2024

RESOLUTION NO. 23/24-10

WHEREAS, the first Earth Day on April 22, 1970, activated 20 million Americans from all walks of life and is widely credited with launching the modern environmental movement; and

WHEREAS, Earth Day is an annual event created to promote environmental citizenship and stewardship year-round by encouraging people to find ways to protect the environment including planting trees, removing litter, conserving water and energy, waste reduction, recycling, and other environmentally responsible actions; and

WHEREAS, Earth Day will be celebrated on the Solano Community College Fairfield, Vallejo, and Vacaville campuses on April 23, 2024, to encourage additional participation; and

WHEREAS, the Solano Community College Governing Board “Governing Board” acknowledge that education regarding environmental principles and concepts is important as outlined in Education Code section 8700 and recognizes that schools play a crucial role in educating students about the importance of the environment and in preparing them to be stewards of natural resources; and

WHEREAS, the Governing Board works to promote programs and partnerships across the District in an effort to educate students and the community, protect the environment and natural habitat that surrounds us, and become more environmentally resilient for the changing environment; and

WHEREAS, the global impact, urgency, and magnitude of the challenge of addressing climate change calls for leadership in all sectors of society, all institutions and among all elected leaders.

NOW, THEREFORE, BE IT RESOLVED, the Solano Community College Governing Board does hereby recognize April 22, 2024, as Earth Day and supports the important work and services provided by staff, schools, and partners.

BE IT FURTHER RESOLVED, in recognition that the Solano Community College can be part of the climate change solution by reducing emissions and promoting environmental stewardship, the Governing Board will

1. Continue the implementation and expansion of the college–wide efforts to improve the energy efficiency and reduce fossil fuel usage at schools.
2. Assure that new buildings and retrofits to existing buildings use environmentally sensitive building materials, as well as efficient use of energy, water, and other resources.
3. Adopt a Sustainability Plan for the District in a subsequent meeting before the end of the current calendar year.
4. Adopt sustainable landscaping practices that reduce water use and storm water runoff, minimize chemical inputs, provide habitat for native flora and fauna, and support outdoor learning education.

APPROVED, PASSED AND ADOPTED This 3rd day of April 2024, by the Governing Board of Solano Community College District.

DENIS HONEYCHURCH, JD,
BOARD PRESIDENT

CELIA ESPOSITO-NOY, Ed.D.,
SECRETARY

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

TO: Members of the Governing Board

**SUBJECT: APPROVAL TO RENEW CONTRACT WITH JAMES
THOMAS MEDIA LLC FOR VARIOUS OUTREACH AND
MARKETING SERVICES**

REQUESTED ACTION:

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

SUMMARY:

The Board is asked to approve a one-year agreement with James Thomas Media LLC for various outreach and marketing services. The annual cost for the 2024-2025 fiscal year is \$789,200, with the following breakdown of services and funding:

- \$156,000 - Outreach and Marketing (OUTREACH FUNDS)
- \$198,000 - Web Management and Development (Managed Service Provider) (GENERAL FUNDS)

CONTINUED ON NEXT PAGE

STUDENT SUCCESS IMPACT:

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

<i>Government Code:</i>	<i>N/A</i>	<i>Board Policy:</i>	<i>Fiscal Impact: \$789,200</i>
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SUPERINTENDENT'S RECOMMENDATION:	<input checked="" type="checkbox"/> APPROVAL	<input type="checkbox"/> DISAPPROVAL
	<input type="checkbox"/> NOT REQUIRED	<input type="checkbox"/> TABLE

Susan Wheet
Vice President, Finance & Administration

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707 864-7209

TELEPHONE NUMBER

Susan Wheet
Finance & Administration

VICE PRESIDENT APPROVAL

March 22, 2024

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

April 3, 2024

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

AGENDA ITEM 12.(c)
MEETING DATE April 3, 2024

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

TO: Members of the Governing Board

**SUBJECT: APPROVAL TO AWARD CONTRACT WITH JAMES
THOMAS MEDIA LLC FOR VARIOUS OUTREACH AND
MARKETING SERVICES**

REQUESTED ACTION:

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

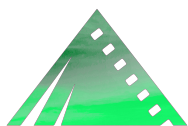
SUMMARY:

CONTINUED FROM PREVIOUS PAGE

- \$160,800 - Specific Digital Marketing Materials and Distribution (OUTREACH FUNDS)
- \$98,000 - Spanish Web Accessibility and Marketing (SEA FUNDS)
- \$89,000 - Equity and Accessibility Materials (SEA FUNDS)
- \$87,400 - Re-Engagement Commercial Content Production (SEA FUNDS)

The Staff recommends approval of this proposal.

Attached is the scope of work, as well as statistics from the 2023-2024 work completed.



JAMES THOMAS MEDIA LLC.

RENEWAL OF SERVICES 2024-2025

CLIENT

PROJECT NAME	Solano Community College - Renewal of Digital Services
CLIENT NAME	Celia Esposito-Noy (Solano Community College Superintendent-President)
BRAND	Solano Community College

DATE: February 7, 2024

OVERVIEW

JTM (James Thomas Media LLC.) provides a wide range of digital services to SCC (Solano Community College). With many focuses from strengthening enrollment, accessibility, information distribution, website management for faculty and students, marketing, content creation, and social media creation, etc

Below is a table of contents listing these services, their costs and their determined outcomes

TABLE OF CONTENTS

SERVICES PROVIDED

1. Outreach and Marketing
2. Enterprise Web Management and Development (Managed Service Provider)
3. CTE, Biotech, Vacaville and Vallejo Campus Centers Specific Digital Marketing Materials and Distribution.
4. Spanish Web Accessibility and Marketing
5. Equity and Accessibility Materials (DEI and Service Access Focus)
6. Re-Engagement Commercial Videos Content Production

COSTS NOT TO EXCEED

Budget:

1. 156,000 - Outreach and Marketing
2. 198,000 - Web Management and Development (Managed Service Provider)
3. 160,800 - Specific Digital Marketing Materials and Distribution
4. 98,000 - Spanish Web Accessibility and Marketing
5. 89,000 - Equity and Accessibility Materials
6. 87,400 - Re-Engagement Commercial Content Production

INDIVIDUAL CONTRACTS AND TERMS CONTINUED ON NEXT PAGE

2023-2024 Statistics

1. Outreach and Marketing - Social Media

- Instagram Followers - 2056 as of 2022 | Current (2437) Followers (almost 400 new IG followers)
- Facebook Likes - 7.3K as of 2022 | Current (7.5K+) | Followers as of 2022 8k | Current (8.1k+)
- 1,000s of posts created
- 100s of flyers and graphics
- 100s of messages and information distributed
- Multiple campaigns coordinated and created for enrollment and events
- Assisted outreach in materials and campaigns
- Email marketing support and content

2. Enterprise Web Management and Development

- Over 1,800 additional pages created, updated and converted
- Over 2,000 additional new support tickets closed
- 1000s of managed files and forms
- 400+ graphics and events
- 1000s of security breaches stopped
- Numerous meetings for page and department creation
- Numerous hours of third party coordination
- User administration and training
- Full backup staging server created

3. CTE, Biotech, Vacaville and Vallejo Campus Centers

- Further expanse of Biotech Web and Materials
- 12+ CTE specific promotions
- 15+ department brochure updates
- Department web development and meetings
- Flyers, graphics, and advertisement
- Spanish content duplication
- Multiple photography days
- Promoted all major events
- All campus service center hours and information updated

4. Spanish Web Accessibility and Marketing

- Maintained SCC En Español social media and launched
- Created graphics and flyers in Spanish
- Distributed all major service, PSA, and event information
- Translated web page services and navigation
- Translated brochures, flyers, and graphics for departments
- Translated video and campaigns

5. Equity and Accessibility Materials

- Launched Additional Updated ADA plugin for web services
- Launched Additional Updated built-in web screen reader
- Improved and Expanded DEI landing page and many resources
- Additional meetings with faculty to create a web based library of equitable resources and literature
- Met with committees to create equitable navigation
- Created video and graphics/flyers for equity focused committees
- Created web pages for equity focused departments and committees
- Retooled navigation for easy access to accessibility services and resources

6. Re-Engagement Commercial Video and Content Production

- Created over 55+ promotional videos and PSAs
- Updated graphic and brochure templates
- Created and procured magazine advertisements
- Created and distributed multiple campaigns for departments and events



JAMES THOMAS MEDIA LLC.

Outreach and Marketing Services

CLIENT

PROJECT NAME	Solano Community College - Outreach Content and Marketing Services
CLIENT NAME	Celia Esposito-Noy (Solano Community College, Superintendent - President)
BRAND	Solano Community College
PRODUCT	Marketing Content, Coordination, and Distribution
DATE: February 7, 2024	

OVERVIEW

PURPOSE | *What are we looking to do?*

JTM (James Thomas Media LLC.) will create and distribute outreach and marketing materials for SCC (Solano Community College). This content and placement will support SCC front end services and Departments (Outreach, Counseling, Financial Aid, Orientation, Web Services, etc). JTM will support these departments by creating self service materials for staff and students to more easily find information relating to these departments and offerings from SCC. To further assist in creating more easily searchable and useable online information, JTM will maintain and host the new SCC website by designing new online tools, pages, and processes. Additionally, JTM will support SCC by creating content and assisting with campaigns that ensure a constant connection to the SCC community. JTM will also be responsible for most incoming and outgoing media requests and posts (Including responses to SCC messages on digital platforms). JTM will work jointly with SCC staff and third party contractors to organize existing media outlets and create/procure necessary materials, advertising buys, and content for SCC.

OBJECTIVE

What does the project work to achieve?

The goal of these services is to create efficient and up to date materials for SCC staff that can be easily distributed to current and prospective students. Additionally, through the management of the new SCC website, JTM can create easy to search self service areas, where students, faculty, and others can quickly find information they are looking for. JTM will also distribute on listed platforms, as we have this past year, and ensure necessary information is created and distributed to the SCC Community.

Continued...

DELIVERABLES

Detailed list of what we will make for you

- **Media Content and Distribution**

- ***Social Media and Distribution***

- Weekly posting of new and collected footage/material (3-5x weekly est. will vary with content + or -), unify digital outlets and target specific audiences. (Note: If supplied content is less, posting may slow).
 - Create digital content and populate Facebook, Instagram, and YouTube for SCC (3x weekly not cumulative)
 - Edit client supplied photos (max 10 monthly not cumulative)
 - Populate YouTube and social media platforms (when content is available, 3-5x weekly, Not cumulative, see header)
 - Paid and organic social media postings - JTM will determine usage.
 - Maintain conformity within brand (Keep content within brand objective and remove conflicting brand presence when possible)
 - Edit, target, and distribute content through social media (Direct to targeted demographic)
 - Maintain digital media platforms (Scheduled posts, uniform posting between platforms)
 - Emergency posting and updates (Included within JTM business hours, Additional if outside)

- ***Media Coordinator***

- Design and Create materials for SCC website.
 - Post and create self service materials for students and staff (As needed. Will pull from above social media services)
 - Emergency messaging through web services (campus lock-down, power out, etc, see above for hours)
 - Update and organize pictures, videos, and other content materials for departments

- ***Response***

- Responds to media inquiries and coordinates SCC needs for media distribution
 - Respond to messages on behalf of SCC through social platforms (Facebook, Instagram, Etc) (Within JTM business hours)
 - Lead and connect students and others inquiring information to the correct links, material, and/or department point of contact
 - Will respond for internal and external media inquiries
 - Will establish necessary connections between departments and outside parties
 - Can assist as point of contact for media distribution, content creation, etc...

- ***Content creation, procurement (media buying) and Graphic Design***

- JTM will create digital and physical content through (example options) video, photo, graphic design, radio, etc. to support SCC in this campaign
 - In house graphic design and creation for SCC (Registration information, Grants and Financial Aid information, Transfer workshops, State College Partnerships, Online offerings, Deadlines, SCC Catalog, etc)(3-5x weekly est. will vary with content + or -), unify digital outlets and target specific audiences. (Note: If supplied content is less, posting may slow)
 - Video and photo elements for updated orientation, FAQ informational, How to register, etc
Will pull from other content time
 - Reaches out to SCC involved third parties for necessary content creation
 - Procures advertising spots on behalf of SCC. (Radio, Commercial Spots, Magazines, etc.) (Third party fee for purchase billed to SCC)
 - Archive and organize content for SCC when possible

- ***SCC Advertising campaign, media buying/procurement and organization of materials***

- Executes advertising campaign and assist in plan to manage all SCC media platforms for ease of distribution
 - Execute advertising campaign for SCC (micro-campaigns for guided pathway, departments, etc.)
 - Implements plan by creating/procuring all content and distributes content for SCC
 - Point of contact for media coverage and distribution
 - Meetings to collect information on upcoming deadlines (student registration/class information, etc)

- ***Social Media - Search Engine Optimization (S.E.O.)***

- Aims to increase social media post ranking and visibility. Additionally, added back-links to increase website traffic and google/other platform ranking on certain search criteria
 - JTM will optimize keywords, hashtags#, geotags and search terms for SCC to increase visibility in non-paid search landscape
 - Provide back-links through social media platforms
 - Ensure targeted posting to specific demographic
 - Higher ranked social media posts and user traffic on all digital platforms

- ***Calendar***

- Creates online calendar of SCC media postings, website, and creation of materials for self service information
 - Compiles long term and short term media calendar for SCC
 - Reaches out to content creators for supporting material
 - Involved in certain meetings to ensure all necessary outgoing information is accounted for

Continued...

Budget:

Solano Community College Outreach and Marketing Services - Not To Exceed \$156,000

Term of Contract - One (1) year agreement beginning July 1, 2024 through June 30, 2025. Additional one (1) year agreement to be negotiated 3-5 months prior to July 1, 2025.

(Micro-campaigns and updated calendar maintained throughout year as needed. Media buying, content creation/procurement and placement will start at agreed upon campaign and calendar.

Additional costs associated with procurement of media (ex. flyer printing and materials, radio ad space, etc.) are billed to SCC.

JTM Policies

1. Signature authority. By signing below, Client represents that it has the legal authority to execute this Agreement and agrees to be bound by same.

**2. Ownership of Deliverable. Client shall be the owner of and shall be entitled to possession and use of deliverables upon final payment of all compensation owed to JTM.
(JTM retains the right to use footage for promotional use)**

3. Unforeseen Circumstances. JTM is not responsible for any delay caused by natural disaster, war, civil disturbance, labor dispute, contact not established with necessary parties or other cause beyond JTM's reasonable control.

4. Independent Contractor. JTM is an independent contractor and not an agent, officer or employee of Client. The parties mutually understand that this Agreement is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

5. Employees and Additional Contractors. JTM's Employees and contractors directed at sole discretion of JTM.

6. Additional. Any additional bills or fees incurred by JTM will be the responsibility of the client. (Example. printing done on behalf of client, radio advertisement purchase, etc). Additional Filming will be charged at \$250 per hour. (Travel included up to 25 miles, Additional over 25 miles). Additional Edits outside of two revisions will be charged at \$150 per hour. Additional Music additions outside of house library will be charged at cost of licensing.

CLIENT COMMENTS AND APPROVAL	
COMMENTS	
DATE:	CLIENT SIGNATURE:



JAMES THOMAS MEDIA LLC.

SCOPE OF WORK

CLIENT	
PROJECT NAME	Solano Community College - Enterprise Website Maintenance Services
CLIENT NAME	Celia Esposito-Noy (Superintendent - President of SCC)
BRAND	Solano Community College - Website Presence and Maintenance
PRODUCT	Enterprise Level Website Maintenance, Development, Host, Server and Customer Service
DATE: February 7, 2024	

PROJECT
PURPOSE <i>What are we looking to do?</i>
<p>In an effort to provide quality enterprise level website maintenance, SCC (Solano Community College) has requested JTM (James Thomas Media LLC.) to operate all college related web assets.</p> <p>The need for consistently updated online education, information and other remotely accessible resources is greater than ever. In order to meet the needs of students and faculty, JTM will fully staff a website operations team to assist in all SCC web requests and updates.</p> <p>This extensive service will include full time web developers, customer service associates, dedicated P1 server and plugin fees, support system fees, constant development of SCC's online resources, department meetings, general updates, support system integration, events, dates, and deadlines information, press release information and most other web duties. JTM will closely collaborate with the JTM Marketing Department (currently handling SCC's social media and other digital assets and creation). This ensures a uniform message from all of SCC's digital facing assets and provide the best possible service for SCC's community. This will also place SCC ahead of many educational institutions, as online resources become the primary means of communication and information transaction.</p>

(Client Initials: _____)

Continued....

OBJECTIVE

What does the project work to achieve?

1. Customer Service Support - JTM will maintain a centralized hub for staff and students to make requests regarding all digital services. JTM staff will work to route and answer all requests quickly. Using ticketing software to track all requests, JTM will forward these tickets to relevant SCC and/or JTM departments. JTM will offer emergency support as needed. Details for ticket times and terms can be found in the deliverables section.
2. Support Systems Provided - Many additional services are required to maintain the SCC website and other digital communications. Ticketing systems, plugins for resources, email communications, and development resource programs will require annual fees (covered by JTM). These systems will also require JTM developers to maintain, develop, and implement them into the SCC website. Full time developer assistance will be key to creating a stable and effective online presence for SCC.
3. P1 Dedicated Server Hosting and Mass Storage (Annual Costs Covered) - Maintenance and fees of a dedicated P1 server can be costly. JTM will maintain these required services and ensure proper enterprise level server operation. JTM will cover all costs associated with these services and ensure a safe working website. Monitoring of all additional plugins on the server is also included. Details of server specifications can be found in the deliverables section.
4. Developer Support - The backbone of these systems will be the JTM development staff. These developers will maintain, develop, and implement all of the above mentioned systems. These developers will be assigned tickets and solve problems on behalf of SCC Faculty and Staff. The development team will be responsible for all code changes and documentation uploads to the SCC website. This group will also work to keep events and important information current and accessible. As the developers come across new documents they will work to ensure ADA compliance and accessibility (when possible). The team will also work in OMNI to provide SCC Faculty and Staff with options and assistance on updating their specific data. Lastly the development team will work with the JTM marketing team and customer service associates to setup meetings with SCC Faculty and Staff to ensure information accuracy and intuitive website navigation. Please see details in the deliverables section.

(Client Initials: _____)

Continued....

Enterprise Website Management Deliverables

Customer Service Support -

- Routing of all tickets (ex. IT, Marketing, Web, etc.)
- Meetings with department managers for information, organization, and navigation direction
- 9 am to 5 pm Monday-Friday (Web service ticket support) (holidays excluded)
- Response within 24 hours or less within business hours
- Emergency service for web functionality
- Ticket Turnaround Times:
 - Standard tickets (Less than 24-48 business hours) - *Excludes Weekends/holidays*
 - Advanced tickets (3-5 business days) - *Excludes Weekends/holidays*
 - Custom tickets (5-90 business days) - *Excludes Weekends/holidays*

Ticket severity will be set by JTM or top level management (ex. Superintendent/President/VPs/PIO) if priority is not jointly agreed this could slow current work deliverables

Support Systems Provided -

- Zendesk Ticketing System
- Elementor Pro
- Essential Grid
- Userway (accessibility)
- PowerPack
- Slider Revolution
- The Grid
- Stratum
- Staging Site Storage
- Wordpress System
- Constant Contact (Email Marketing) (less than 10,000 audience size) *limit to send frequency tied to audience tier*

P1 Dedicated Server Hosting and Mass Storage (Annual Costs Covered) -

- P1 - Premium Dedicated Server - Limits:
- Up to 1M visitors per month
- 100GB of Storage
- 100 Installs
- Application Performance Monitoring
- Current Data and Storage Fees Covered

Developer Support -

- Full time web development services
- Upload documents as required (ex. Agendas, minutes, etc)
- Keep events, dates and deadlines as current as possible
- Create posts and press release uploads
- Work with marketing to gather digital assets for web promotions
- Manage OMNI services and implement for faculty (SCC must retain OMNI services)
- New development of pages and resources
- Further develop online functionality of plugins
- Main Server Maintenance
- Staging Site Maintenance
- Backup of Pages and Resources
- 46+ Plugin Resources Maintenance
- Meeting hours for staff and faculty resource development
- New forms ADA accessible
- "No print" submission solutions
- Implement third party security such as DocuSign for secure document transmission

Budget:**Enterprise Website Management Services**

Not To Exceed \$198,000

Timeline of services: July 1st, 2024 to June 30th, 2025.

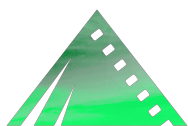
Additional one (1) year agreement to be negotiated at least 3 months prior to July 1, 2025.

If website control/transfer is requested a new additional contract will be required to migrate services to another party.

JTM Policy**Terms**

1. Signature authority. By signing below, Client represents that it has the legal authority to execute this Agreement and agrees to be bound by same.
2. Ownership of Deliverable. Client shall be the owner of and shall be entitled to possession and use of deliverables upon final payment of all compensation owed to JTM. (JTM retains the right to use deliverables for promotional use)
3. Unforeseen Circumstances. JTM is not responsible for any delay caused by natural disaster, war, civil disturbance, labor dispute, server hack, contact not established with necessary parties or other cause beyond JTM's reasonable control.
4. Independent Contractor. JTM is an independent contractor and not an agent, officer or employee of Client. The parties mutually understand that this Agreement is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.
5. Employees and Additional Contractors. JTM's Employees and contractors on site and directed at sole discretion of JTM.
6. Additional. Additional costs incurred will be billed directly to client. (Client requests additional edits, multiple canceled filming events or meetings, third party costs, additions outside of scope, etc). Additional revisions above 2 will be billed at \$250 per hour.

DATE:	CLIENT SIGNATURE:
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JAMES THOMAS MEDIA LLC.

Renewal of Services

CLIENT	
PROJECT NAME	SCC - CTE, Biotech, VV & VC - Digital Marketing Campaign
CLIENT NAME	Jose Cortes (Interim Dean of Applied Technology)
BRAND	SCC - CTE, Biotech, Vacaville and Vallejo Centers
PRODUCT	Digital Content Creation, Social Media Marketing, Campaign Management and Distribution
DATE: February 7, 2024	

PROJECT
PURPOSE <i>What are we looking to do?</i>
JTM (James Thomas Media LLC.) will create and provide many types of digital marketing content and services for Solano Community College - CTE (Career technology), Biotech, Vacaville and Vallejo Centers (SCC-CTE-BIO-VV&VC). Our main goal is to bring new and constantly updated media to all current and prospective students within Solano County and the surrounding areas. This will increase awareness within the community regarding SCC-CTE-BIO-VV&VC's career offerings and business community relationships. Additionally, this offers an easy and quick means of reaching and providing SCC-CTE-BIO-VV&VC's audience with a call to action (making it easier for one to click a link, sign-up/register, get information, etc). During this campaign JTM will create unique content for SCC-CTE-BIO-VV&VC and refine digital distribution of content to reach specified target audiences.

OBJECTIVE
<i>What does the project work to achieve?</i>
Increase SCC-CTE-BIO-VV&VC's digital brand awareness by creating digital content that reflects the quality of their programs. Additionally, provide a uniform look throughout all managed digital platforms and create effective means of communication with prospective students and businesses.

TARGET AUDIENCE
PROJECT TARGET <i>who are we trying to reach?</i>
<ul style="list-style-type: none">Prospective students in Solano County & surrounding countiesBusinesses that create a direct pipeline for employment for SCCState and Federal entities/groups who provide grants for supported programsSCC-CTE-BIO-VV&VC Partners
(Client Initials: _____)

Continued...

Scope of Work 2024

Detailed list of what we will make for you

- **Options for Content and Services**

Some services may reduce amounts of other materials and/or video time

Proposed campaigns include three (3) Major directed campaigns for each CTE, Bio, VV&VC. Each campaign consisting of three to five (3-5) videos, Supporting graphics, Supporting Web, and Social media advertisement

- ***SCC-CTE-BIO-VV&VC Advertising campaign and organization of materials***

- Helps create advertising campaign and plan to create and distribute JTM produced material
 - Execute general advertising campaign for SCC-CTE-BIO-VV&VC
 - Assist in creation of micro-campaigns for programs or special events
 - Provide creative ideas for content and distribution
 - Promote and distribute JTM produced content
 - Create social media presence for SCC-CTE-BIO-VV&VC
 - Copywriting for web, graphic, and other mediums

- ***Video, Photos and Graphic Design***

- Professional quality commercials. Shorter promotional and/or PSA videos
 - Commercial videos approx. :30 - 1:00 minute (Can be combined with other commercial/promotional/PSA time for longer) (Not to exceed 10 videos, not cumulative)
 - Promo videos - approx. :15 - :30 overview and update of project progress for Digital Campaign (Not to exceed 6 videos, not cumulative)
 - Please note production timeliness of 2-4 weeks from filming to deliverables and a necessary 2-4 weeks for coordination
 - High-Res stills pulled from video and/or captured onsite during filming (if requested 5-10 photos per session)
 - This includes time on site, editing, music licensing, titles
 - Graphics for flyers, online promos, etc
 - Client will be provided two drafts for review and comment.

- ***Media & Advertisement Buying/Placement***

- Help manage media buying and ad placement
 - Assist with advertising accounts on behalf of SCC-CTE-BIO-VV&VC
 - Create, send, and get quotes for internet TV and/or radio advertisement
 - Schedule content creation for supporting material

- ***Social Media (S.E.O.) and Analytics***

- Aims to increase social media post ranking and visibility. Additionally, added backlinks to increase web-site traffic and google/other platform ranking on certain search criteria
 - JTM will help optimize keywords, hashtags#, geotags and search terms for SCC-CTE-BIO-VV&VC to increase visibility in non-paid and paid search landscape
 - Ensure targeted posting to specific demographic
 - Higher ranked social media posts and user traffic on all digital platforms

Total Compensation

Payment Terms

Digital Marketing Materials - Total Compensation of \$160,800

Term of Contract - One (1) year agreement beginning July 1, 2024 through June 30, 2025.

Provided Budget Codes

TBD

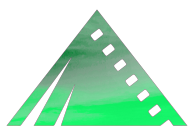
Terms and Conditions

1. Time of Performance. This Agreement is for a period of 12 -months beginning upon July 1, 2024 and ending on June 30th, 2025. JTM may require a startup time to establish agreed upon delivery of materials.
2. Independent Contractor. JTM is an independent contractor and not an agent, officer or employee of Client. The parties mutually understand that this Agreement is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.
3. Notice. Any notice necessary to the performance of this Agreement shall be given in writing by personal delivery or by prepaid first-class mailed addressed to JTM at (831 Emerald Ct. Vacaville, CA, 95687) or to Client as identified below. Does Not Change Contract Terms.
4. Unforeseen Circumstances. JTM is not responsible for any delay caused by natural disaster, war, civil disturbance, labor dispute or other cause beyond JTM's control.
5. Ownership of Deliverable. Client shall be the owner of and shall be entitled to possession and full use and control of deliverable upon final payment of all compensation owed to JTM. (JTM retains the right to use footage for promotional use)
6. Signature authority. By signing below, Client represents that it has the legal authority to execute this Agreement and agrees to be bound by same.
7. JTM Contractors and Employees. Client acknowledges that all JTM contractors and Employees are directed at discretion of JTM.
8. Additional. Additional time will be billed at \$250 per hour. Additional revisions above two (2) per material will be billed at \$150 per hour. Travel included up to 25 miles per site visit from Fairfield, CA. Additional mileage billed at .85 cents per mile. All other additional charges billed directly to client.

DATE: _____

CLIENT SIGNATURE: _____

CLIENT ADDRESS: _____



JAMES THOMAS MEDIA LLC.

Scope of Work

CLIENT	
PROJECT NAME	SCC Spanish Accessibility and Marketing (SCC en Español)
CLIENT NAME	Celia Esposito-Noy (Superintendent - President of SCC)
BRAND	SCC en Español - Online Services and Resources
PRODUCT	Spanish Content Creation, Social Media Marketing, Campaign Management and Distribution
DATE: February 7, 2024	

PROJECT
PURPOSE <i>What are we looking to do?</i>
<p>To better serve SCC's (Solano Community College's) Spanish speaking community, JTM (James Thomas Media LLC.) will expand SCC's marketing reach by duplicating social media, website and other general materials in Spanish. This will also cover the creation of dedicated social media (FaceBook and Instagram) (SCC en Español) which will act as a means of distribution. Main SCC services and their web information will be translated along with closed captions and voice overs for most videos. The management of these services will also be provided and will include some physical media and signage.</p> <p>As SCC maintains a large portion of Spanish speaking students, both current and prospective, this will allow SCC to better communicate with and serve their community.</p> <p>Project Examples: Campaigns for registration, Events, SCC services, Safety Information, Etc.</p>

OBJECTIVE
<i>What does the project work to achieve?</i>
Increase accessibility by duplicating and distributing marketing efforts for SCC's Spanish Speaking Community.

(Client Initials: _____)

Continued...

Scope of Work

- **Options for Content and Services**

- ***SCC Website Translation and Marketing Services***

- Duplicate Main SCC landing pages in Spanish
 - Create Spanish advertising campaign and distribute JTM produced material
 - Main website landing pages created in Spanish (Not Google Translate)
 - Maintain homepage and all updated events
 - Department landing pages and “Explore” functions
 - Promote and distribute JTM produced content
 - Translate Financial Aid and other main services website Information

- ***Video and Graphic Design***

- Professional Spanish closed captions, text, and voice overs
 - All major campaigns duplicated (estimated 1/10 major deliverables)
 - JTM created tutorials
 - SCC services accessibility information
 - Safety Information
 - President/VP attention videos

- ***Spanish Social Media***

- Create, distribute, and manage new Instagram and Facebook (SCC en Español)
 - Duplicate and distribute main SCC information
 - SCC message responses in Spanish
 - Distributed event information
 - Campaigns and registration information
 - Safety updates
 - SCC Services and benefits information

- ***Other Physical Marketing Medium***

- Duplication and creation of digital files for print and other physical medium (In Spanish)
 - Parking information
 - Campus directory information
 - Directions and Maps
 - General safety information and updates
 - Promotional flyers

Total Compensation

Payment Terms

Budget:

Solano Community College - Spanish Accessibility and Marketing (Universidad (SCC) en Español)

Services not to exceed \$98,000

Term of Contract - July 1st 2024 through June 30th, 2025

Important Services Information

All proposed services will be based on client need. Individual service amounts will vary based on changing requirements from SCC management. Each project will determine amount used.

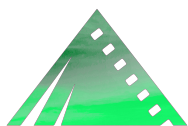
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6. Additional. Additional costs incurred will be billed directly to client. (Client requests additional edits, multiple canceled filming events or meetings, third party costs, additions outside of scope, etc)

DATE: _____

CLIENT SIGNATURE: _____

CLIENT ADDRESS: _____



JAMES THOMAS MEDIA LLC.

Scope of Work

CLIENT

PROJECT NAME	Solano Community College - Equity & Accessibility
CLIENT NAME	Celia Esposito-Noy (Solano Community College Superintendent-President)
BRAND	Solano Community College - Diversity, Equity and Inclusion
PRODUCT	Design and Implementation of Equitable Services - Website and Content

DATE: February 7, 2024

PROJECT

PURPOSE | *What are we looking to do?*

In an effort to better serve the SCC community, JTM (James Thomas Media LLC.) will design and create better access to information regarding Diversity, Equity, and Inclusion for SCC (Solano Community College).

JTM will meet with SCC Equity committees to redevelop website services and accessibility needs. This will include a re-structure of website navigation, creation of DEI landing pages, and the creation of welcoming content to easily direct SCC's community.

Additionally, JTM will meet with SCC test groups to ensure accessibility to this information and services. JTM will use group provided ideas and data to further refine DEI webpages and content.

The major pieces of this content will be duplicated in Spanish and promoted to the Solano Hispanic Community.

OBJECTIVE

What does the project work to achieve?

Dedicate a team to expand SCC's services in Diversity, Equity, and Inclusion as it pertains to web services and accessibility of content. This will primarily focus on website navigation, DEI page development, and create a streamlined way to access materials, resources and information without hassle. It will also provide a voice of acceptance and content to better guide and value SCC's diverse community in an individualized way.

Continued...

DELIVERABLES

Detailed list of what we will make for you

- **Equity Services**

- ***Design, Plan, and Structure***

- Execute and assist with a plan of action to implement with developers and producers
 - Meet with SCC Equity Committees to discuss accessibility issues and solutions
 - Assist with planning to easily access SCC services for DEI
 - Design navigation for DEI landing pages
 - Provide creative ideas for resources and page content
 - Create implementation strategy for developers
 - Collect resources and links to services for DEI

- ***Development and Structure***

- Translate and implement plans from design team
 - Create DEI landing pages with applicable navigation
 - Embed DEI focused content
 - Build group focused navigation
 - Host new data and services
 - Manage new data and remote service access
 - Ensure accessibility of content
 - This includes code development, design, and re-structure

- ***Video, Photo and Graphic Content***

- Procurement and creation of DEI focused content
 - Locate and distribute DEI content through DEI web pages
 - Create and distribute JTM made DEI content
 - Schedule content creation for supporting material
 - Script and prioritize content with Equity Committees
 - Individualized tutorial content for accessibility of services
 - Navigational explanation of services (ie. Financial Aid)
 - Navigational explanation of SCC resources for DEI

- ***Test development and structure with Equity Committees***

- Work with Equity Committees to revise DEI content and web development
 - Assist with test groups to provide feedback and further develop ideas
 - Optimize Equity throughout SCC website
 - Refine keyword search for DEI related services and information
 - Prioritize DEI content for awareness and tutorials
 - Ensure access to DEI related areas through test groups
 - Provide analytics to SCC for further development

Continued...

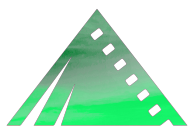
Budget:

Equity & Accessibility Campaign - Not to exceed \$89,000

Term of contract: July 1, 2024 to June 30, 2025

1. Independent Contractor. JTM is an independent contractor and not an agent, officer or employee of Client. The parties mutually understand that this Agreement is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.
2. Notice. Any notice necessary to the performance of this Agreement shall be given in writing by personal delivery or by prepaid first-class mailed addressed to JTM at (831 Emerald Ct. Vacaville, CA, 95687) or to Client as identified below. Does Not Change Contract Terms.
3. Unforeseen Circumstances. JTM is not responsible for any delay caused by natural disaster, war, civil disturbance, labor dispute or other cause beyond JTM's control.
4. Ownership of Deliverable. Client shall be the owner of and shall be entitled to possession and full use and control of deliverable upon final payment of all compensation owed to JTM. (JTM retains the right to use footage for promotional use)
5. Signature authority. By signing below, Client represents that it has the legal authority to execute this Agreement and agrees to be bound by same.
6. JTM Contractors and Employees. Client acknowledges that all JTM contractors and Employees are directed at discretion of JTM.
7. Additionals. Additional services or costs will be billed to client.

CLIENT COMMENTS AND APPROVAL	
DATE:	CLIENT SIGNATURE:



JAMES THOMAS MEDIA LLC.

Scope of Work

CLIENT

PROJECT NAME	Solano Community College - Re-Engagement Content Production
CLIENT NAME	Celia Esposito-Noy (Solano Community College Superintendent-President)
BRAND	Solano Community College - University Level Content
PRODUCT	Digital Content Creation, Management and Distribution
DATE: February 7, 2024	

PROJECT

PURPOSE | *What are we looking to do?*

JTM (James Thomas Media LLC.) will coordinate production and create University Level commercials to strengthen enrollment at SCC (Solano Community College).

These commercial pieces will promote all the new buildings, services, and resources at SCC. Additionally, this will fund faculty profile videos, events highlight videos, and program overview videos for the website and marketing purposes.

JTM will work in-house and manage subcontractors to provide SCC with quality virtual and remotely accessible digital content. This will also be used to help promote this content through paid and organic advertisement campaigns centered around new enrollments.

The major pieces of this content will be duplicated in Spanish and promoted to the Solano Hispanic Community.

OBJECTIVE

What does the project work to achieve?

Increase SCC enrollment through university level content production and distribution. Reach prospective SCC students to showcase the quality of SCC programs, services and events. Additionally, target and define particular audiences and cater to many specific markets.

(Client Initials: _____)

Continued...

DELIVERABLES

Detailed list of what we will make for you

- **Content and Services**

- ***Re-Engagement Advertising campaign and organization of materials***

- Helps create advertising campaign and plan to create and distribute JTM produced material
 - Execution of materials for general advertising campaign for SCC Enrollment
 - Assist with micro-campaigns for programs/special events
 - Provide short creative ideas for content and distribution
 - Promote and distribute JTM produced content
 - Copywriting for web, graphic, and other mediums

- ***Video, Photos and Graphic Design***

- Professional quality commercials. Shorter promotional and/or PSA videos
 - Coordinate commercial video production
 - Commercial videos approx. :30 - 1:00 minute (Can be combined with other commercial/promotional/PSA time for longer) (Not to exceed 10 videos)(Not cumulative)
 - Promo videos - approx. :15 - :30 overview and update of project progress for Digital Campaign (Not to exceed 5 videos)(not cumulative)
 - High-Res stills pulled from video and/or captured onsite during filming (If requested 5-10 photos per session)
 - This includes time on site, editing, music licensing, titles
 - Graphics for flyers, online promos, etc
 - Client will be provided two drafts for review and comment

- ***Media & Advertisement Buying/Placement***

- Assist with media buying and ad placement
 - Call accounts on behalf of SCC
 - Create, send, and get quotes for internet TV and/or radio advertisement
 - Schedule content creation for supporting material
 - Assist With Some Digital Distribution

- ***Distribution Analytics***

- Track ranking and visibility of individual campaigns.
 - Optimize campaign efficiency by adjusting targets for SCC
 - Increase visibility in non-paid and paid search landscape
 - Ensure targeted posting to specific demographic
 - Work with SCC to fine-tune campaign and content direction using provided analytics

(Client Initials: _____)

Continued...

Budget:

Digital Marketing Campaign - Not to exceed \$87,400

Term of contract: July 1, 2024 to June 30, 2025

(JTM requires one (1) month to create a backlog of content and setup distribution materials before main posting) This time will also be used to create an agreed upon schedule of content that JTM will produce.

1. Independent Contractor. JTM is an independent contractor and not an agent, officer or employee of Client. The parties mutually understand that this Agreement is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.
2. Notice. Any notice necessary to the performance of this Agreement shall be given in writing by personal delivery or by prepaid first-class mailed addressed to JTM at (831 Emerald Ct. Vacaville, CA, 95687) or to Client as identified below. Does Not Change Contract Terms.
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5. Signature authority. By signing below, Client represents that it has the legal authority to execute this Agreement and agrees to be bound by same.
6. JTM Contractors and Employees. Client acknowledges that all JTM contractors and Employees are directed at discretion of JTM.
7. Additionals. Additional services or costs will be billed to client.

All Contracts Pertaining To Renewal - Additional Terms

*All content and requests must be evenly requested over the period of this contract. Some requests will pull time and amounts from other areas of this contract (ie. service audit, request outside of scope, longer video or web project etc). Some contracts support others and these materials work cohesively to create deliverables. JTM timelines for deliverables will vary and are not cumulative for unused time. Lead times are generally 2-4 weeks to coordinate and 2-4 weeks to deliver a first draft. Please note that 2 revisions per deliverable are included. Additional revisions above 2 will be charged at current JTM project rates (estimate \$250 per hour).

CLIENT COMMENTS AND APPROVAL	
DATE:	CLIENT SIGNATURE:

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AWARD TO DMR BUILDERS FOR
CONSTRUCTION SERVICES FOR THE BUILDING 300
MODERNIZATION PROJECT**

REQUESTED ACTION:

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

SUMMARY:

Board approval is requested for award of a contract to DMR Builders for the Building 300 Modernization Project. This project consists of upgrades to the HVAC system controls, removal and replacement of the existing roof, and upgrades to portions of the interior of the building. The scope of work also includes a complete remodel of Room 303, which will be converted into a new Adjunct Faculty space.

CONTINUED ON THE NEXT PAGE

STUDENT SUCCESS IMPACT:

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

Ed. Code: NA Board Policy: NA Estimated Fiscal Impact: \$2,018,132.00 Measure Q Funds

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

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

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 863-7260

TELEPHONE NUMBER

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

VICE PRESIDENT APPROVAL

March 22, 2024

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

April 3, 2024

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AWARD TO DMR BUILDERS FOR
CONSTRUCTION SERVICES FOR THE BUILDING 300
MODERNIZATION PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

Sealed bids for this project were due on March 13, 2024. The District received one (1) bid for the Building 300 Modernization Project.

Bid results were as follows;

<u>CONTRACTOR</u>	<u>BASE BID</u>	<u>TOTAL BID AMOUNT</u>
DMR Builders	\$ 1,861,132.00	\$ 2,018,132.00

*Total Bid Amount includes Bid Alternate 001 & 002 – Fire Sprinkler Removal and Replace All Ceiling Registers

*Total Bid Amount includes an Owners Allowance.

It was determined that DMR Builders submitted the lowest responsible and responsive Base Bid. It is recommended that the Board award a contract to DMR Builders for the Total Bid Amount of \$2,018,132.00.

The agreement is available online at: <https://welcome.solano.edu/measureq/approved-contracts/>

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

TO: Members of the Governing Board

SUBJECT: RENEWAL OF ELUMEN SOFTWARE LICENSE

REQUESTED ACTION:

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

SUMMARY:

eLumen Software as a Service (SaaS) provides SCC the capability of defining, analyzing, and communicating data to track and analyze curriculum and student achievement, resource requests and budget allocation. This agreement includes a dedicated Customer Success Manager to assist, guide, and train an SCC data steward through the implementation process and post-launch. This agreement includes two modules: 1) Outcomes Assessment & Strategic Initiatives designed to increase student engagement, and 2) Curriculum Management. The term of this agreement is three (3) years with one optional two (2) year term extension. The cost for Year 1, June 6, 2024 through June 30, 2025 is \$58,692.

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>	<i>\$58,692</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

March 11, 2024

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

April 3, 2024

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**



SCHEDULE A: ELUMEN[®] TERM AND FEE SCHEDULE

Schedule A describes the fees and term associated with the relationship between eLumen Inc. (a Delaware corporation) and *Solano Community College*.

CUSTOMER INFORMATION:			
Client:	Solano Community College	Principal Contact:	David Williams, Ph.D.
Title:	Vice President of Academic Affairs	Phone:	707-864-7117
		Email:	david.williams@solano.edu
Address:	4000 Suisun Valley Rd, Fairfield, CA 94534		
Billing Contact:		Title:	
Address:			
Phone:		Email Address:	
Fax:			
Initial Term of Agreement:	3-year agreement with one optional two (2) year term extension. Initial Term: 6/06/2024 - 6/30/2027 Renewal Term: 7/01/2027 - 6/30/2029		

Solano Community College Pricing Summary

Fees for eLumen Software modules are detailed below.

eLumen Connect – Solano Community College				Renewal	
Product	6/6/24 – 6/30/25	7/1/25 – 6/30/26	7/1/26 – 6/30/27	7/1/27 – 6/30/28	7/1/28 – 6/30/29
eLumen Software License: Outcomes Assessment & Strategic Initiatives	\$29,346	\$28,640	\$29,780	\$30,970	\$32,210
eLumen Software License: Curriculum Management	\$29,346	\$28,640	\$29,780	\$30,970	\$32,210
Total Annual Software License – Solano Community College	\$58,692	\$57,280	\$59,560	\$61,940	\$64,420

NOTES AND ASSUMPTIONS

1. Annual Software Licensing is subject to an annual increase that will not exceed 10%.
2. Professional Services Costs are one-time costs.
3. Additional consulting and customization services and pricing will be provided upon request from Client.
4. The Standard Onboarding Support Package includes all reasonably necessary consultation requested in connection with use of the Professional Services stated in the eLumen Standard Onboard description as defined in Schedule B of this agreement.
5. Additional Support Requests for support that are beyond the scope of Standard Onboard Support described above (“Additional Support”) may be made and shall be billed at \$250/hour.

Fee Schedule Changes. Except as provided in paragraph 1 and 2 above and Section 3a of the Agreement, this Fee Schedule may only be amended by the written agreement of the Parties.

By their signatures below, the Parties accept the foregoing Fee Schedule.

IN WITNESS WHEREOF, the parties hereto have executed this cover page as of the date written below.

For eLumen[®] Inc.	Client: Solano Community College
Signature:	Signature:
Name: Sean P. Casey	Name:
Title: President & CEO	Title:
Date:	Date:

eLumen® Software
CLIENT SERVICES AGREEMENT

THIS CLIENT SERVICES AGREEMENT (the “Agreement”) is made as of 06/06/2024 (“Effective Date”).

**THE PARTIES
TO THIS
AGREEMENT**

eLumen® Inc., (“eLumen”) a Delaware corporation	<i>Solano Community College</i> (“Client”)
Address: 1300 Godward Street, Suite 3850 Minneapolis, Minnesota 55413	Address: 4000 Suisun Valley Rd Fairfield, CA 94534

The Services

eLumen has developed and is the owner of all right, title, and interest in and to certain computer programs and related documentation known as eLumen Software (as defined below). The Software provides Clients the capability of defining, analyzing, and communicating data to track and analyze curriculum and student achievement. This Agreement sets forth the terms and conditions for Client's access to and use of the Services on a secure basis through an internet site hosted by eLumen. The module(s) and support services purchased by Client are designated on the attached Fee Schedule. Client may upgrade or change its module(s) or service level by contacting eLumen and agreeing to a new Fee Schedule.

THE TERMS AND CONDITIONS

1. DEFINITIONS. The following definitions shall apply to this Agreement:

- A. **"AUP"** shall mean the End User License Agreement and Terms and Conditions of Website Use, which includes an acceptable use policy, which eLumen may amend from time to time by posting a revised version on its website (<http://elumenconnect.com>).
- B. **"Authorized Users"** shall mean the students and personnel designated by Client.
- C. **"Client Data"** refers to the all Content, copy, pictures, and/or data provided by Client that is owned by Client and resides in Client's services environment.
- D. **"Confidential Information"** means any information, knowledge, and know-how, not known to the general public and disclosed by a party to the other party under this Agreement that is marked as confidential or would normally be considered confidential under the circumstances. Client Data is Client's Confidential Information. Confidential Information does not include any information that: (i) is or becomes publicly available without breach of this Agreement, (ii) was known to a party prior to the date of this Agreement and can be proven so through documentation, (iii) is received from a third party who did not acquire or disclose the same by a wrongful act; or (iv) can be shown by documentation to have been independently developed by a party without reference to the other party's Confidential Information.
- E. **"Content"** means information and data uploaded to the Site by Client and its Authorized Users, including any and all information, data, results, plans, sketches, text, files, links, images, videos, audio files, notes, or other materials.
- F. **"Derivative Works"** means a work that is based upon one or more pre-existing works, such as a revision, modification, translation, abridgment, condensation, expansion or any other form in which such a pre-existing work may be recast, transformed or adapted, and that, if prepared without authorization by the owner of the pre-existing work, would constitute copyright infringement.
- G. **"Documentation"** means any and all text material that describes the design, functions, operation, and use of the Services or the Software. The Documentation shall consist of all on-line screens designed for instructional purposes, operator and user manuals, training materials, guides, listings, specifications, and other materials for use in conjunction with the Software.
- H. **"Enhancements"** means any and all changes or additions to the Software, including new releases and versions thereof other than Modifications that add new functions to, or substantially improve performance of, the Software.

- I. **“FERPA”** means the U.S. Family Educational Rights and Privacy Act.
 - J. **“Intellectual Property”** means any and all intellectual property associated with the Software, Modifications and Enhancements, including, without limitation, designs, formulas, procedures, methods, apparatus, ideas, creations, improvements, works of authorship, materials, processes, inventions, techniques, data, know-how, show-how, algorithms, programs, subroutines, tools, patents and patentable materials, copyrights and copyrightable materials, and trade secrets.
 - K. **“Modifications”** means any and all changes or additions to the Software, other than Enhancements, that correct errors therein or support new releases thereof.
 - L. **“Party”** means either eLumen or Client and **“Parties”** means both.
 - M. **“Services”** means access through the Site to the Software, use of the Site to upload Content, information on and support for the use of the Services and Software, and such additional and ancillary services and products, including Enhancement or Modifications to the Software, which may become available on the Site.
 - N. **“Site”** means the password-protected secure Internet site hosted and controlled by eLumen to which Client shall be provided access to the Services for the purposes of using the Software.
 - O. **“Software”** means the computer programs and any Documentation related to and comprising the eLumen Software and its various licensed modules as defined in Schedule A, a unique and proprietary software application residing on a server and accessed through a web environment that provides organizations with the capability of defining, documenting, and communicating data on the achievements of students. Unless the context indicates otherwise, as used herein, “Software” includes Enhancements and Modifications to the modules listed in Schedule A and such Enhancements and Modifications may be made available to Client at no additional cost.
 - P. **“Third Party Product”** means software or other technology owned by a third party that is or will be incorporated into or can reasonably be foreseen as likely to be used in connection with the Software, Modifications or Enhancements.
 - Q. **“Business Day”** means Monday through Friday excluding holidays as specified in the Business Schedule published in the elumen.info website, starting at 8:00 AM Pacific Time and Ending at 5:00 PM Pacific Time.
 - R. **“Usage Data”** means data derived from eLumen’s provision of the Services or the use of the Services by Client and its Authorized Users. Usage Data is aggregated or anonymized and will not contain any information that identifies or can reasonably be used to identify an individual person or Authorized User.
2. **TERM.** This Agreement is for an Initial Term. This Initial Term is designated in Schedule A. After this Initial Term, this Agreement will automatically extend for one (1) two-year term (“Renewal Term”), unless eLumen is notified, in writing, by Client of their intent to terminate the Agreement ninety (90) days prior to the initiation of the successive two (2) year term. Term and Renewal Term may be referred to as individually or collectively as “Term”.
3. **FEES.**
- A. The fees payable by Client (“Fee”) appear on the Fee Schedule attached and incorporated by reference as Schedule A. At the end of the Initial Term or at the end of any Renewal Term, eLumen

may increase the fees appearing on the Fee Schedule for the subsequent Term. Annual fee increases for the Software shall not exceed ten percent (10%) in any given year. If there is an increase in annual Fees upon completion of the contract, eLumen shall give Client written notice of such increase at least ninety (90) days prior to the expiration of the applicable Term. Invoices submitted to Client will be due to eLumen within thirty (30) days of the date on the invoice. Any balances outstanding after thirty (30) days will be subject to a one percent (1%) monthly late fee, or the highest amount allowed by applicable law, whichever is less.

- B. eLumen shall pay all contributions, taxes and premiums payable under federal, state and local laws measured upon the payroll of employees engaged in the performance of work under this Agreement, and all applicable sales, use, excise, transportation, privilege, occupational and other taxes applicable to furnish the work performance hereunder and shall save Client harmless from liability for any such contributions, premiums, and taxes for eLumen's employees and subcontractors, if applicable. eLumen shall be responsible for taxes assessable against eLumen based on eLumen's income, real or tangible property and employees.
4. **TRADEMARK/LOGO USE.** eLumen will provide written notice to the Client's Public Information Office ("PIO") prior to using the Client's name and/or logos in any advertisements, promotions, press releases or other media. Within thirty (30) days, the PIO will furnish eLumen with camera-ready artwork for such use. Client, at its sole discretion, may limit or otherwise place conditions on eLumen's use of Client's name, and/or logos in which case such limitations shall be incorporated into this Agreement. eLumen shall not revise, change, or otherwise alter any material related to Client's name and/or logo without written consent from Client and shall obtain prior written permission from Client for each use of its name and logo.

5. **CLIENT'S RIGHTS AND OBLIGATIONS.** Client agrees to the following:

- A. Upon eLumen's acceptance of Client's order and for Term, Client has the nonexclusive, non-assignable, royalty free, worldwide limited right to use the Services solely for Client's internal business operations and subject to the terms of the Agreement.
- B. In order to use or access the Services, Client will obtain access to the Internet, either directly or through devices that access web-based content, and pay any service fees associated with such access, and provide all equipment necessary to make such Internet connection.
- C. Prior to accessing the Site and using the Services, Client will designate its Authorized Users and assign usernames and passwords to each Authorized User. Client accepts full responsibility for safeguarding their access to the Services and for protecting the Services and Client's Content from unauthorized access. Client shall ensure that each Authorized User is in compliance with the terms and conditions of this Agreement, which by their nature are intended to be applicable to Authorized Users.
- D. Client shall ensure that its Authorized Users' software, networks, computer equipment, terminals, peripheral equipment, smartphones, telecommunications systems and network connections comply with any specifications provided by eLumen from time to time.
- E. eLumen will be immediately notified of any loss or theft or unauthorized use of any of a user name, password, and/or other personal or company identification numbers that may be assigned by Client. Client will, and will require Authorized Users to, access and use the Services only in compliance with applicable law, this Agreement, and the AUP.
- F. Client has the requisite authority to use and store any confidential, proprietary or

personally identifiable information included in the Content. Client is solely responsible for the development and use of Client Data. Without limiting the generality of the preceding sentence, eLumen is not responsible for compliance of Client Data with all laws and regulations and the AUP.

- G. The Services and Software may be able to be used in connection with third party software, applications, products and platforms (“Third Party Tools”). In relation to any Third-Party Tools:
 - i. Client must not interface any Third-Party Tools with the Software and Services without eLumen’s prior written consent;
 - ii. if the Client elects to use or interface any Third-Party Tools, Client shall be deemed to have indemnified eLumen from and against any loss and/or damage that eLumen may incur as a result of the Client’s use thereof and/or interfacing therewith;
 - iii. eLumen does not warrant that the Software and/or Services are compatible with the Third-Party Tools; and
 - iv. Any such Third-Party Tools are subject to their own terms and conditions and the applicable flow through provisions. If Client does not agree to abide by the applicable terms for any such Third-Party Tools, then Client should not install or use such Third-Party Tools.
 - H. In no event shall eLumen be liable for any act or omission of the Client or an Authorized User and any non-performance of its obligations under this Agreement where caused by any act or omission of the Client or an Authorized User. If eLumen is delayed or prevented from complying with an obligation under this Agreement due to an act or omission of the Client or an Authorized User, in such circumstances and without prejudice to any other of eLumen’s rights, eLumen’s obligations will be postponed or relieved accordingly to the extent affected by that act or omission.
 - I. Except as expressly and specifically provided in this Agreement, the Client assumes sole responsibility for results obtained from access to the Software and related Services by the Client and Authorized Users, and for conclusions drawn from such use. eLumen shall have no liability for any damage caused by errors or omissions in any information, Client Data, instructions or scripts accessed by the Client or Authorized Users in connection with the Services, or any actions taken by eLumen at the Client's direction;
6. **ACCEPTABLE USE.** eLumen’s current AUP is attached hereto as Schedule C. All terms, provisions and agreements set forth in the AUP (except to the extent expressly modified herein) are hereby incorporated herein by reference with the same force and effect as though fully set forth herein. eLumen may amend the AUP unilaterally by posting revisions to its website and such revisions are binding on Client. To the extent that any terms set forth in this Agreement are inconsistent with the terms of the AUP, the terms set forth herein shall apply.
7. **DATA SECURITY AND FERPA.** eLumen’s protocols for protection of Content and to ensure compliance with FERPA are as follows:
- A. The Services are designed to store all sensitive and personally identifiable information in an encrypted format. Encrypted data elements include but are not limited to: First Name, Last Name, Email, Student Id, Login Id, and Phone Number.
 - B. Only Client’s authorized representatives will have access to the encryption keys, which are

required in order to view encrypted data. Accordingly, all private and sensitive Content will be indecipherable while it is “at rest” on the physical database. No FERPA-protected or confidential Content will be transmitted without encryption or on an unsecured network connection. During network transmissions, confidentiality of such data will be maintained via an industry standard SSL (Secure Socket Layer) connection.

- C. eLumen employees and agents have no access to FERPA-protected or confidential Content unless specifically authorized by Client in writing and then only on a temporary basis, for up to five (5) days for each written authorized use, unless otherwise agreed upon, for a specific purpose, e.g., troubleshooting during Support Services or creating Usage Data. When eLumen employees and agents are provided access by Client to Content and student data, records and information including paper and electronic student education record information ("Student Information"):
- i. eLumen will be considered a “school official” for purposes of receipt of such Student Information. eLumen acknowledges it is familiar with all legal restrictions associated with the use and nondisclosure of Student Information. Both Client and eLumen certify that they will abide by United States laws concerning confidential Student Information and Student Information, including, but not limited to, FERPA and Education Code section 49060 et seq. Student Information is hereby included in the definition of Client Confidential Information.
 - ii. eLumen agrees to hold Student Information in strict confidence. eLumen shall not use or disclose Student Information received from, or on behalf of, Client, except as permitted or required by the Agreement, or as permitted or required by law. eLumen agrees that it will protect the Student Information it receives from, or on behalf of, Client, according to commercially acceptable standards and no less rigorously than it protects its own confidential information. eLumen shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all maintained or transmitted Student Information received from or on behalf of Client or its students and these measures will be extended by contract to all subcontractors used by eLumen.
 - iii. Upon termination, cancellation, expiration or other conclusion of the Agreement, eLumen shall return all Student Information to Client in a usable format acceptable to Client within fifteen (15) days after such termination, cancellation or expiration, or such other date as mutually agreed to in writing between the Client and eLumen. If return is not feasible as determined by Client in written notice to eLumen, eLumen shall destroy any and all Student Information.
 - iv. If Client reasonably determines in good faith that eLumen has materially breached any of its obligations relating to Student Information, Client, in its sole discretion, shall have the right to provide eLumen with a fifteen (15) day period to cure the breach, or terminate the Agreement immediately if cure is not possible. Client shall provide written notice to eLumen describing the violation and the action it intends to take.
 - v. eLumen shall notify Client of unauthorized access, use or disclosure of Student Information within one (1) calendar day of discovery, and shall provide a written report to Client in the most expedient time possible and without unreasonable delay (if possible within one (1) business day of validating discovery and after release by law enforcement, if applicable). To the extent of eLumen’s actual knowledge, eLumen’s report shall identify: (a) the nature of the unauthorized access, use or

disclosure; (b) the Student Information accessed, used or disclosed; (c) who made the unauthorized access, use or received the unauthorized disclosure; (d) what eLumen has done or shall do to mitigate any effect of the unauthorized access use or disclosure; and (e) what corrective action eLumen has taken or shall take to prevent future similar unauthorized access, use or disclosure.

- D. The Client controls the Content uploaded to Client's database and its disposition. eLumen's hosted environment for the Services provides for automatic daily back-ups of Client's Content. Client may request additional back-ups to store and maintain Content off-site.
 - E. eLumen will not access or disclose any Content entered by Client unless authorized by Client in writing and/or compelled to do so by law. If eLumen is ordered to make such disclosure, eLumen will notify Client and to allow it the opportunity to oppose such disclosure.
 - F. eLumen shall permit Client to retain Content stored on the Site for a minimum of three (3) years after termination of this agreement or the date of the last paid invoice, whichever is later.
 - G. eLumen will host the Client's application services and database at a U.S. datacenter. The eLumen services are currently hosted in Amazon's US-West (Oregon) center with fail-over to US-East (Virginia). The client shall be notified in writing thirty (30) days prior to any territorial changes to eLumen's hosting providers/infrastructure. Client's Data shall not be stored outside of the United States.
8. **PROPRIETARY RIGHTS.** Subject to the terms and conditions of this Agreement, and conditioned on Client's and its Authorized Users' compliance therewith, eLumen hereby grants to Client a non-exclusive, non-sublicensable and non-transferable, limited license to use the Services and Software solely as permitted in this Agreement during the Term. Client shall not copy, modify, rent, lease, sell, assign, distribute, reverse engineer, or breach any security device related to the Software.

Client will retain all ownership and intellectual property rights in and to Client's Data, Content and Usage Data. Client authorizes eLumen to use Content to create Usage Data, as permitted or required by law, for purposes of providing or improving the Services, Enhancements or Modification to the Software, the creation or development of new or related products, analysis, including statistical analysis or trend analysis, the creation of data models, the creation of statistical rules, or any lawful purpose not otherwise excluded by this Agreement. Client hereby grants eLumen a perpetual, non-exclusive, royalty-free, transferable license to any Usage Data for uses identified in this Agreement or for any lawful purpose not otherwise excluded by it.

eLumen owns and retains all of its ownership and license rights in the Software and all associated Modifications and Enhancements (including, without limitation, all Intellectual Property, Documentation and all Derivative Works) and any new software, products or service. eLumen owns and retains all applicable rights to patents, copyrights, trademarks, trade secret rights, mask rights, trademark and service mark rights, and any and all other proprietary rights of any kind whatsoever (collectively, the "Rights") now existing or later arising in connection with the Software and any and all updates, improvements, Enhancements, Modifications or Derivative Works regardless of whether the Enhancements, Modifications or Derivative Works are suggested or developed by eLumen, Client, or any other person or organization. eLumen reserves the right to audit the Client's use of the Software with respect to features, functionality, and time without accessing confidential Content.

9. EARLY TERMINATION FOR DEFAULT OR BREACH; EFFECTS OF TERMINATION.

- A. eLumen shall have the right to terminate this Agreement upon thirty (30) days' notice, unless Client cures such default within the thirty (30) days provided Client or shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and Client commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion.
- B. Client shall have the right, if eLumen has materially breached any of its obligations relating to Student Information, in its sole discretion, to provide eLumen with a fifteen (15) day period to cure the breach, or terminate the Agreement immediately if cure is not possible. In the event of any other default by eLumen, Client shall have the right to immediately terminate this Agreement upon thirty (30) days' notice, unless eLumen cures such default within the thirty (30) days provided eLumen shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and eLumen commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. If Client terminates for cause, eLumen shall refund a prorated portion of any unused annual Fees paid by Client. In the event that a dispute arises between eLumen and Client, eLumen expressly agrees to continue to perform its obligations under this Agreement during the pendency of the dispute. Each party agrees to the other that it shall diligently and in good faith attempt to resolve any disputes which may arise.
- C. Upon termination of this Agreement, Client's access to the Services and Software shall cease and Client shall promptly return all copies of any Documentation in its possession or control. Client shall delete all copies of Documentation residing in on or off-line computer memory, and destroy all copies of such Documentation. Client shall, within ten (10) business days from the effective date of the termination, certify in writing by an officer or director of the Client, based on that officer's or director's actual knowledge, that all copies of the Documentation have been returned, deleted, and/or destroyed. In the absence of any direction from Client, eLumen shall retain all Client Data for the time period specified in Section 7(F). Any time after the termination of this Agreement, Client may deliver a written request to eLumen for the delivery to Client of the then most recent backup of the Client Data. eLumen shall deliver Client Data to Client in a usable format as mutually agreed to between Client and eLumen within fifteen (15) days of its receipt of such a written request. After delivery of the Client Data pursuant to this Section, eLumen shall no longer be subject to the requirements of Section 7(F) and may destroy or otherwise dispose of any of the Client Data in its possession.

10. SERVICE LEVEL AGREEMENT. The following sets forth eLumen's agreement with respect to service levels provided to Client.

- A. eLumen provides IT support for the Services in the form of telephone support, monitored email support, remote assistance using Remote Desktop, and a Virtual Private Network where available. Coverage parameters are as follows:
 - E-mail support (preferred): 9:00 A.M. to 6:00 P.M. Monday – Friday Central Time.
 - E-mails received outside of office hours will be collected; however, no action can be guaranteed until the next working day.
 - Twenty-four (24)-hour self-service online support is available through the application's knowledge base and ticketing system.
- B. eLumen will respond to Service-related incidents and/or requests submitted by the Client within twenty-four (24) business hours. Support will be provided in the shortest time frame possible

depending on the complexity of the issue.

- C. Service-Level Agreement uptime is guaranteed to be 99.9% availability in any calendar month, not including scheduled maintenance.
- D. From time to time, the Services may be temporarily interrupted or curtailed due to equipment modifications, upgrades, relocation, repairs and other similar activities necessary during the operation and upgrade of the Services. eLumen will post notice of periodic interruptions of the Services or "maintenance windows" from time to time to perform such activities and no reduction of payments will be made in the case of such temporary interruption of Services or "maintenance windows" previously posted. In the event of a temporary interruption in Services that is outside of such "maintenance windows" and is caused by a failure in the Software or servers or network connections, eLumen shall issue to Client credits, to be used against future service fees, in an amount equal to the pro rata portion of the Fee paid by Client for the portion of the Services not furnished as a result of such interruption in Services, and if service is discontinued for any reason, the credits shall be in the form of a rebate at the end of service. Provided, however, that in no event shall eLumen be liable for interruption or delays in transmission or errors or defects in transmission or failure to transmit caused by causes beyond its control, including without limitation acts of God or failure of any internet provider. In no event shall eLumen be liable for any damages due to interruption of Services.

11. WARRANTY AND DISCLAIMER. Each party warrants that it has the authority to enter into this Agreement and, in connection with its performance of this Agreement, shall comply with all laws applicable to it related to data privacy, international communications and the transmission of technical or personal data. eLumen warrants that during the Term (i) the Software and Services shall perform substantially in accordance with the Agreement, except where non-performance is not material; and (ii) the functionality of the Software and Services will not be materially or substantially decreased during the Term and shall meet the service levels set forth in the Service Level Agreement (Section 10). eLumen warrants that during the Term of this Agreement installers and/or executables made available by eLumen to the Client are free from material defects in workmanship. eLumen further warrants that during the Term of the Agreement the Software and Services shall operate materially and substantially in accordance with the functional specifications in the Agreement under normal, proper and intended usage and that the Software and Services do not contain any malicious code, computer worms, viruses or other harmful code or disabling device or any unlawful, discriminatory, libelous, harmful, obscene or otherwise objectionable material of any kind. eLumen further warrants that (a) eLumen has the right to possess, use and license the Services to Client for the purposes contemplated herein and stated in the Agreement and (b) that to eLumen's knowledge, the Software and Services do not infringe any copyright, trademark or trade secret of any third party; provided, however, that notwithstanding any other terms of this Agreement to the contrary, eLumen shall have no obligation to Client with respect to any claim that arises from any modification of the Software and Services by Client or any third party not authorized by eLumen. eLUMEN DOES NOT GUARANTEE THAT THE SERVICES WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED, OR THAT eLUMEN® WILL CORRECT ALL SERVICES ERRORS. CLIENT ACKNOWLEDGES THAT eLUMEN® DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SERVICE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. eLUMEN IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS. EXCEPT FOR THE LIMITED WARRANTY SET FORTH ABOVE, THE SOFTWARE AND SERVICES ARE PROVIDED "AS IS" AND eLUMEN® HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. eLUMEN® SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR

PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE.

- 12. LIMITATION OF LIABILITY.** IN NO EVENT WILL eLUMEN'S LIABILITY UNDER OR RELATING TO THIS AGREEMENT OR ANY USE MADE BY THE CLIENT OR ANY AUTHORIZED USERS OF THE SOFTWARE OR RELATED SERVICES OR ANY PART THEREOF EXCEED THE AMOUNT CLIENT ACTUALLY PAID UNDER THIS AGREEMENT FOR THE SERVICES THAT GAVE RISE TO THE CLAIM DURING THE TWELVE (12) MONTHS PRECEDING THE CLAIM UP TO BUT NOT EXCEEDING THE AMOUNT OF eLUMEN'S INSURANCE COVERAGE FOR SUCH CLAIM. CLIENT AGREES THAT IN NO EVENT SHALL eLUMEN® OR ITS AGENTS, EMPLOYEES, DIRECTORS OR SUPPLIERS BE LIABLE TO CLIENT, OR ANYONE CLAIMING THROUGH CLIENT, FOR (A) CLIENT'S INTENTIONAL ACTS, OMISSIONS OR NEGLIGENT ACTS; OR (B) FAILURE BY CLIENT TO COMPLY WITH CLIENT'S OBLIGATIONS UNDER THIS AGREEMENT, AND/OR APPLICABLE STATE, FEDERAL OR INTERNATIONAL LAW AND REGULATION; OR (C) INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, REGARDLESS OF THE TYPE OF CLAIM FROM WHICH THEY ARISE, EVEN IF THE POSSIBILITY OF SUCH DAMAGES WAS FORESEEABLE.
- 13. CONFIDENTIAL INFORMATION.** Subject to any state or federal laws requiring disclosure, each party agrees, during the term of this Agreement and for five (5) years after termination or expiration of the Agreement, that it will protect the other party's Confidential Information in strict confidence with the same standard of care it uses to protect its own Confidential Information or in a commercially reasonable manner, whichever is greater, except for any information protected under confidentiality laws which shall be held in such confidence in perpetuity. Except as allowed in this Agreement, neither party will use or disclose Confidential Information, except to Affiliates, employees, and agents who have agreed in writing to keep it confidential. Each party (and any Affiliates, employees, and agents to which it has disclosed Confidential Information) may use Confidential Information only to exercise rights and to fulfill its obligations under this Agreement, while using reasonable care to protect such Confidential Information. To the extent of any conflict between this Section 13 and Section 7 hereof, Section 7 will control.
- 14. INDEMNIFICATION.** eLumen shall defend, indemnify and hold Solano Community College harmless against any loss, damage or costs (including reasonable attorneys' fees) in connection with claims, demands, suits, or proceedings ("Claims") made or brought against Client by a third party alleging that the use of the Service as contemplated hereunder infringes a copyright, a U.S. patent, trade name, trade secret, trademark or other proprietary or contractual right of a third party, excluding such claims caused by the Client. Additionally, eLumen agrees to and does hereby indemnify, hold harmless and defend Client and its Board of Regents, officers, employees and agents from every claim or demand made and every liability, loss, damage or expense (including attorneys' fees), of any nature whatsoever ("Damages"), which may be incurred by reason of any injury to or death of any person(s), or damage to or loss of any property or any and all other actions, claims, liens, damages to persons or property, penalties, obligations or liabilities that may be asserted or claimed by any person, firm, association, entity, corporation, political subdivision, or other organization, caused by any act, neglect, default, or omission of eLumen, or any person, firm or corporation employed by eLumen, either directly or by independent contract, arising out of, or related to, the services covered by this Agreement, whether said Damages occur either on or off Client's property, except for liability for Damages which result from the Client or its officers, employees or agents. eLumen and Client (each an "Indemnifying Party") will defend the other party ("Indemnified Party") against any claim, demand, suit or proceeding made or brought against Indemnified Party by a third party arising out of the Indemnifying Party's actual or alleged negligence, willful misconduct, violation of law, or breach of this Agreement by the Indemnifying Party (a "Claim"), and will further indemnify the Indemnified Party from any damages, attorney

fees and costs finally awarded against the Indemnified Party as a result of, or for any amounts paid by Indemnified Party under a court- approved settlement of, a Claim.

- 15. COMPLIANCE WITH APPLICABLE LAWS.** Except as noted in the Voluntary Product Accessibility template (VPAT) supplied to Client, each party agrees to comply with all federal, State and local laws, rules, regulations and ordinances that are now or may in the future become applicable to provision and use of the Services and Software covered by this Agreement. eLumen certifies that it is familiar with the federal and state laws, as well as any other applicable requirements for the storage and transmission of Client Data and, except as noted in VPAT supplied to client eLumen will comply with all such requirements. eLumen and all eLumen's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Agreement.
- 16. ACCESSIBILITY OF INFORMATION TECHNOLOGY.** eLumen hereby warrants that the Work to be provided under this Agreement complies with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C §794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, Part 1194. eLumen agrees to promptly respond to and resolve any complaint regarding accessibility of its products brought to its attention. eLumen further agrees to indemnify and hold harmless Solano Community College using the Service Provider's products from any claim arising out of its failure to comply with the aforesaid requirements. Failure to comply with these requirements shall constitute a breach and be grounds for termination of this Agreement.
- 17. INSURANCE.** eLumen agrees to carry, in full force and effect, at eLumen's expense, the following insurance coverages:(i) a comprehensive Commercial General Liability insurance with limits of One Million Dollars (\$1,000,000.00) per occurrence combined single limit for bodily injury, broad form property and blanket contractual liability, written on an "occurrence" form; (ii) Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000); (iii) Employer's Liability with limits of not less than One Million Dollars (\$1,000,000) per occurrence; (iv) Workers' Compensation insurance as required by statutory insurance requirements; and (v) Automobile Liability covering all owned, non-owned and hired vehicles with combined single limit for bodily injury and/or property damage of not less than One Million Dollars (\$1,000,000) and (iv) Cyber Liability Insurance with limits of not less than Five Million Dollars (\$5,000,000.00) for each occurrence and aggregate for the policy period to cover claims involving Network Security, Privacy violations, damage to or destruction of electronic information, information theft, any release of private information, alteration of electronic information, Business Interruption, Cyber Extortion, Denial of Service and coverage needs to include remediation costs for expenses incurred relating to notification expenses, call centers, Information Technology forensics, and Public Relations support following an incident or breach. eLumen agrees to name Client as an additional insured under said policies.
- 18. AUDIT.** eLumen security procedures, financial records and supporting documents shall be available for inspection, reproduction and audit by the Client or its auditors at Client's request.
- 19. TIME IS OF THE ESSENCE.** Time is of the essence of all terms, covenants and conditions of this Agreement and except as otherwise provided herein, all of the terms, covenants and conditions of this Agreement shall apply to, benefit and bind the successors or assigns of the respective parties, jointly and individually.
- 20. INDEPENDENT CONTRACTOR.** For purposes of this Agreement, all persons employed by eLumen in the performance of services and functions with respect to this Agreement shall be deemed employees of eLumen and no eLumen employee shall be considered as an employee of the Client under the jurisdiction of Client, nor shall such eLumen employees be entitled to benefits of

any kind or nature normally provided employees of the Client and/or to which Client's employees are normally entitled, including, but not limited to, State Unemployment Compensation, Worker's Compensation, or have any Client pension, civil service, or other status while an employee of the eLumen. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other agreement between the Client and eLumen.

21. **ATTORNEY FEES.** If any legal action is necessary to enforce this License, the prevailing Party shall be entitled to reasonable attorney fees, costs, and expenses in addition to any other relief to which it may be entitled.
22. **NOTICE.** All notices required or permitted to be given by one Party to the other under this Agreement shall be sufficient if sent by certified mail, return receipt requested, to the Parties at the respective addresses set forth above or to such other address as the Party to receive the notice has designated by notice to the other Party. Notices sent to Client shall be sent to the attention of the Vice President, Business Services.
23. **GOVERNING LAW; JURISDICTION AND VENUE.** This Agreement shall be governed by and construed under the laws of the State of California. Each of the Parties consents and agrees that all legal proceedings relating to the subject matter of this Agreement shall be maintained in courts sitting within the State of California. Service of process in any such proceeding may be made by certified mail, return receipt requested, directed to the respective Party at the address at which it is to receive notice as provided herein.
24. **SEVERABILITY.** If any provision of this Agreement is held invalid or otherwise unenforceable, the enforceability of the remaining provisions shall not be impaired thereby.
25. **NON-DISCRIMINATION.** eLumen agrees not to engage in unlawful discrimination in the employment of persons, or in the acceptance, assignment, treatment on the basis of race, color, religion, nationality, national origin, ancestry, sex, gender, gender identity, gender expression, ethnicity, age, medical condition, mental or physical disability, marital status, sexual orientation or Vietnam-era veteran status.
26. **NO WAIVER.** The failure by any Party to exercise any right provided for herein shall not be deemed a waiver of any right hereunder.
27. **NON-EXCLUSIVITY.** eLumen acknowledges that Client may enter into Contracts with other parties for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

- 28. COMPLETE AGREEMENT.** Appended to this Agreement is Schedule A, the Fee Schedule and together this Agreement and the Fee Schedule comprise the complete agreement of the Parties. Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (a) provisions set forth in this Agreement, (b) provisions set forth in any referenced attachments or exhibits to this Agreement attached or incorporated herein by reference.
- 29. BINDING EFFECT; ASSIGNMENT.** This Agreement shall be binding upon and inure to the benefit of the successors and assigns of each party. Neither this Agreement nor any of the rights or obligations hereunder shall be assigned or delegated by either party hereto without the prior written consent of the other party; provided, however, this Agreement may be assigned by eLumen to an Affiliate or any person or entity which succeeds to the interests of eLumen by reason of a merger, consolidation, or reorganization involving eLumen or a sale of all or substantially all of the assets or equity of eLumen. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.
- 30. NO THIRD-PARTY BENEFICIARIES.** There are no third-party beneficiaries to this Agreement.
- 31. SURVIVAL.** The following Sections will survive expiration or termination of this Agreement: 1, 5(I), 5(J), 8, 9(C), 11 through 14, 23, 24, and 26 through 31.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates set forth first above, with full knowledge of its content and significance and intending to be legally bound by the terms hereof.

eLumen, Inc.	Client: Solano Community College
Signature:	Signature:
Name: Sean P. Casey	Name:
Title: President & CEO	Title:
Date:	Date:

SCHEDULE B: ELUMEN IMPLEMENTATION STATEMENT OF WORK

eLumen provides a dedicated Customer Success Manager (CSM) to manage each implementation project. The project sponsor and leads will have direct contact information for their assigned CSM. The CSM will set regular check-in meetings with the project leads up to once per week and answer technical and administrative support emails and calls during normal business hours.

The client commits to providing an assigned data steward or similar resource that the CSM can guide and train through the implementation process and post-launch whose responsibility will be to maintain the platform and to help support adoption and training of eLumen by staff, faculty and students over time.

Technical Implementation

The Technical Implementation project includes an eLumen production and test site with at least one academic term of enrollment data. Authentication will be achieved through either internal eLumen Authentication or one of the eLumen supported methods of Single Sign-on (LDAP, CAS, Shibboleth, etc.).

eLumen will provide:

- Two eLumen instances (where “Client” will be replaced with the URL label specified by the client that ensures uniqueness):
 - Production: [Client].elumenapp.com
 - Test: [Client]test.elumenapp.com
- Up to 2 hours of guidance and setting of Organization Configuration
- Up to 3 hours of training plus documentation for a data loader
- Technical documentation and configuration of eLumen for authentication

The Client will provide:

- Personnel to determine a single organization configuration that supports implementation of course and program curriculum, assessment, and strategic initiative
- A single point of contact for preparation of the data load
- A preliminary XML data load of organizations, academic terms, and key personnel
- A CSV file containing basic course information for all catalog courses
- A repeatable enrollment XML data load process
- A single point of contact for configuration of authentication (if required)

Assessment Implementation

The Assessment Implementation includes Student Learning Outcomes (SLO)s and assessment rubric planning and scoring on both the test and production sites configured to the Client’s preferences for rubric design and faculty configuration.

eLumen will provide:

- Up to 3 test loads of CSLO, PSLO, and ISLO data into test using the eLumen SLO Import Template
- 1 import of CSLO, PSLO, and ISLO data into production using the eLumen SLO Import Template
- Up to 3 hours of guidance on configuration of the assessment platform
- Up to 4 hours of planning and assessment creation training for project leads
- Up to 4 hours of planning and assessment creation training for Coordinator users
- Up to 3 hours of assessment scoring and faculty training guidance for project leads
- Up to 3 hours of assessment scoring training for faculty

The Client will provide:

- A single point of contact for assessment implementation
- A spreadsheet for CSLO, PSLO, and ISLO data in the designated format
- Configuration of eLumen assessment settings to meet the institution’s desired assessment strategy
- Creation of all assessment rubrics within eLumen
- Planning of all assessment rubrics to the sections within eLumen
- Scoring and evaluation of assessment data
- Support for faculty end users

Strategic Initiative Implementation

The Strategic Initiative Implementation includes templates for collecting continuous improvement reporting and the tracking of goals, actions, resource requests, and budget allocation. eLumen will provide:

- Up to 2 hours of guidance and training on configuring templates
- Up to 2 hours of guidance and training on setup and completion of strategic initiatives

The Client will provide:

- A single point of contact for Strategic Initiative implementation
- Design and development of Strategic Initiative Templates within eLumen
- Distribution and configuration of Strategic Initiatives for organizations within eLumen
- Files and written responses for Strategic Initiatives
- Training and support for end users

Curriculum Implementation

The Curriculum Implementation project includes a Curriculum module on both the test and production site that has been configured to include institution language and processes, additional data not included in the standard course and/or program proposal outline, and all currently active curriculum content. eLumen will provide:

- Analysis and up to 1 hour of guidance on cleaning any historical eLumen assessment (course and program) data in preparation for implementation
- Up to 2 hours of guidance on templates for the eLumen curriculum import process
- Up to 4 hours of training on configuring eLumen course and program fields, field values, field rules, and workflows
- Up to 3 test loads of course data into test using the eLumen Course Import template
- 1 import of course data into production using the eLumen Course Import template
- Up to 3 test loads of program data into test using the eLumen Program Import template
- 1 import of program data into production using the eLumen Course Import template
- Up to 3 hours of training for course and program import approvers
- Up to 3 hours of train-the-trainer on proposing and reviewing course and program workflows

The Client will provide:

- A single point of contact for the Curriculum Implementation
- Mitigation of inaccurate historical eLumen course and program data from assessment implementation and usage
- Data mapping of historical curriculum data to eLumen curriculum data fields
- Configuration of course and program fields, field values, fields rules, and workflows
- Course and program import data in the designated eLumen import format
- Training for curriculum proposer and reviewer end users
- Support for end users

Catalog Implementation

The Catalog Implementation project includes an online Catalog site for both the test and production eLumen main sites that will hold the institution specific curriculum data from the Curriculum module, along with custom pages holding content that are not coming directly from the eLumen Curriculum module, such as a Letter from the President.

eLumen will provide:

- Two eLumen catalog instances (where “Client” will be replaced with a URL label specified by the client that ensures uniqueness):
 - Production: [Client].elumenapp.com/catalog
 - Test: [Client]test.elumenapp.com/catalog
- Credentials for 1 administrative user for each site

- Training and documentation for catalog builder

The Client will provide:

- A single point of contact for catalog implementation
- Design and development of custom HTML templates or configuration of default HTML templates
- Design and development of custom CSS or configuration of default CSS
- Customization of auto generated pages
- Design and development of custom pages
- Training and support for end users

Student Attainment Implementation

The student attainment project includes the student engagement module for both the test and production eLumen sites and configuration of attainment rules for SLOs and badges that are awarded to students in the eLumen Extended Transcript and integrated with a badging platform.

eLumen will provide:

- Direct Access to eLumen for students
- Up to 2 hours training on creating attainment rules
- Up to 2 hours training on student module

The Client will provide

- A single point of contact for Student Attainment implementation
- Design and development of an outcomes attainment model
- Design and development of badge graphics and requirements
- Training and support for faculty end users
- Training and support for student end users

SCHEDULE C: ELUMEN ACCEPTABLE USE POLICY

eLumen, Inc. ("eLumen") provides its proprietary Software on a hosted secure Internet site. All Clients must agree to access and use the Services only as permitted by this **ACCEPTABLE USE POLICY** ("AUP"). YOUR USE OF THE SERVICES CONSTITUTES AGREEMENT TO THIS AUP. Unless otherwise defined in this AUP, all capitalized terms in this AUP have the same meaning as defined in the eLumen Software Client Services Agreement.

PROHIBITED USE AND CONTENT.

You agree not to upload Client Data or Content or use the Services in any manner that:

1. Violates any applicable law, treaty, or regulation, including FERPA;
2. Is false, misleading, libelous, defamatory, slanderous, deceptive, pornographic, or otherwise impermissible;
3. Violates or encroaches on the rights of others, e.g., infringing on or misappropriating any Confidential Information or Intellectual Property;
4. Misrepresents an Authorized User's or student's affiliation with you;
5. Modifies, alters, tampers with, repairs, or creates Derivative Works of the Software or Third Party Product;
6. Accesses or uses the Services in a way which breaches the Client Services Agreement;
7. Interferes with or disrupts the Services or accounts, servers or networks connected to the Services;
8. Attempts to probe, scan, or test the vulnerability of, or gain unauthorized access to any portion of the Services, the Software, Third Party Product, or any other accounts, systems or networks connected to the Services;
9. Using any means (manual or electronic) to avoid any use limitations placed on your use of the Services, such as access and storage restrictions; or
10. Avoids, bypasses, removes, deactivates, or otherwise circumvents any technological measure implemented by eLumen or any other third party (including another Client) to protect the Services, Software, Third Party Product, Client Data or Content.

eLumen may in its sole discretion determine whether this AUP has been violated. All Content or Client Data that is provided to eLumen or actions that are performed via Client's account, whether provided or performed by Client's employees, agents or Authorized Users, is the sole responsibility of Client.

MONITORING AND ENFORCEMENT.

eLumen may, but is not required to:

1. Investigate violations of this AUP or potential breaches of the Client Services Agreement;
2. Investigate and help prevent security threats, fraud, or other illegal, malicious, or inappropriate activity; and/or
3. Suspend or terminate your account for violations of this AUP or the Client Services Agreement.

eLumen may report any activity that it suspects violates any law or regulation to appropriate law enforcement officials, regulators, or other appropriate third parties. eLumen's reporting may include disclosing appropriate Client Data or Content, as permitted by law. eLumen may cooperate with appropriate law enforcement agencies, regulators, or other third parties in the investigation and prosecution of illegal conduct by providing network and systems information related to alleged violations of this AUP.

MODIFICATIONS TO THE AUP.

eLumen may, in its sole discretion, modify this AUP from time to time and post such changes on the Site. Continued use of the Services constitutes Client's acknowledgement of such changes and agreement to be bound by the changes.

CONTACT US.

Questions? Please contact eLumen, Inc. at +1-612-444-3291 or info@elumenconnect.com.

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

TO: Members of the Governing Board

**SUBJECT: CLINICAL EXPERIENCE AGREEMENT RENEWAL
BETWEEN SOLANO COMMUNITY COLLEGE AND
PINER'S NURSING HOME, INC.**

REQUESTED ACTION:

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

SUMMARY:

This agreement renewal with Piner's Nursing Home, Inc. benefits Solano Community College CNA/HHA program students by providing them clinical experience 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 office of Piner's Nursing Home, Inc. This agreement will be in effect on April 19, 2024 and will remain in effect continuously. We will no longer be required to renew this agreement on a two-year cycle.

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:	<input checked="" type="checkbox"/> APPROVAL	<input type="checkbox"/> DISAPPROVAL
	<input type="checkbox"/> NOT REQUIRED	<input type="checkbox"/> 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

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

April 3, 2024
**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

CLINICAL EXPERIENCE AGREEMENT

This Renewal Agreement is between **Piner's Nursing Home, Inc** (hereinafter known as **Health Center**) located at **1800 Pueblo Avenue, Napa, 94558** and **Solano Community College** (hereinafter known as **SCHOOL**) and located at **4000 Suisun Valley Road, Fairfield, California 94534-3197** and is effective as of **April 19, 2024**

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 a **Certified Nursing Assistant (CNA) and/or Home Health Aide (HHA) Program** 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 CNA or HHA students ("School").
- 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 continuously.
- B. 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*:

Dane Reeve
Healthcare Administrator
Piner's Nursing Home, Inc
1800 Pueblo Avenue
Napa, Ca 94558
Telephone: (707)307-3729
Dane@piners.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

Piner's Nursing Home, Ince

By: 

Dane Reeve

Title: _____

Healthcare Administrator

Date: 3-13-24

SCHOOL

Solano Community College

By: _____

David Williams Ph. D.

Title: _____

Vice President, Academic Affairs

Date: _____

AGENDA ITEM 12.(g)
MEETING DATE April 3, 2024

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

TO: Members of the Governing Board

**SUBJECT: RESOLUTION NO. 23/24-11 PROCLAIMING APRIL 2024 AS
LGBTQ+ PRIDE MONTH**

REQUESTED ACTION:

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

SUMMARY:

Seeking Board approval of a Resolution to proclaim APRIL 2024 as LGBTQ+ Pride Month.

STUDENT SUCCESS IMPACT:

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

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

SUPERINTENDENT'S RECOMMENDATION:

☒ APPROVAL ☐ DISAPPROVAL
☐ NOT REQUIRED ☐ TABLE

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

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

ADDRESS

(707) 864-7159

TELEPHONE NUMBER

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

Lisa Neeley, M.F.A.
VICE PRESIDENT APPROVAL

March 22, 2024
**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

April 3, 2024
**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**RESOLUTION PROCLAIMING APRIL 2024 AS LESBIAN, GAY, BISEXUAL,
TRANSGENDER, QUEER (LGBTQ+) PRIDE MONTH
AT SOLANO COMMUNITY COLLEGE**

RESOLUTION NO. 23/24-11

WHEREAS June 1969 marks the pivotal moment in the birth of the modern LGBTQ+ movement for human rights, catalyzed by the Stonewall Uprising, thereby igniting a historic shift towards equality and liberation.

WHEREAS Solano Community College acknowledges the decades of struggle for freedom and civil rights by LGBTQ+ people, their significant contributions to the rich history of collective action championing equality for all, and celebrates the ongoing legacy of the LGBTQ+ community, recognizing their continued efforts to strengthen the fabric of American society and uphold its promise of equal rights for all.

WHEREAS the 2015 landmark Supreme Court decision was a historic victory for LGBTQ+ Americans, guaranteeing marriage equality in all 50 States, ensuring dignity for same-sex couples and therefore all couples, and

WHEREAS despite such progress, LGBTQ+ communities still face discrimination, the human and civil rights of LGBTQ+ individuals, and their collective safety, continue to be at risk and in jeopardy, and there remains much work to do to extend the promise of our country to every American, and

WHEREAS Solano Community College works to honor all students, faculty, staff members, and families who identify as LGBTQ+, fostering a welcoming school climate where they can live their authentic lives and be treated with dignity and respect, and

WHEREAS Solano Community College Governing Board Policy #1150 authorizes the display of commemorative flags on campus property, which includes the LGBTQ+ Progress Pride Flag, established in 1978, a symbol of the community's unity and quest for visibility and recognition.

WHEREAS although the month of June has been established as the celebration of LGBTQ+ Pride by both consensus and legislative intent in recognition of the anniversary of the Stonewall Uprising of June 28, 1969, Solano Community College wishes to celebrate Pride Month in April

during a primary semester to encourage greater participation within Solano Community College and the wider community; and

WHEREAS Solano Community College proudly stands with the LGBTQ+ community of Solano County, specifically honoring the pivotal role of the Solano Pride Center for the past 26 years, and with all communities who struggle for human rights, acceptance, visibility, safety, and in the quest for full equality under law; now therefore be it

RESOLVED that the Solano Community College District Governing Board proclaims April 2024 as Lesbian, Gay, Bisexual, Transgender and Queer Pride Month.

PASSED AND ADOPTED, this 3rd day of April, by the Governing Board of Solano Community College District.

Denis Honeychurch, J.D., President

Celia Esposito-Noy, Ed.D., Secretary

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AGREEMENT WITH OCULUSIT FOR MANAGED
INFORMATION SECURITY SERVICES**

REQUESTED ACTION:

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

BACKGROUND:

The Technology Service department has a need for additional information technology security resources to assist with the strengthening of Solano Community College District's informant technology security posture based on findings from the security self-assessment provided by the CCC Chancellors Office. To utilize this contract, Governing Board approval is required.

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: Technology

<i>Ed. Code: 88009</i>	<i>Board Policy: N/A</i>	<i>Estimated Fiscal Impact: \$95,000.00</i>
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SUPERINTENDENT'S RECOMMENDATION:

☒ APPROVAL ☐ DISAPPROVAL
☐ NOT REQUIRED ☐ TABLE

Jon Cornelison
Vice President, Technology

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7275

TELEPHONE NUMBER

VICE PRESIDENT APPROVAL

March 22, 2024

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

April 3, 2024

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AGREEMENT WITH OCULUSIT FOR MANAGED
INFORMATION SECURITY SERVICES**

ANALYSIS:

This contract will allow the District to purchase information technology security consulting and monitoring services to provide the District with all aspects of information security best practices and meet findings provided to the District from the CCC Chancellors Security self-assessment.

This contract will provide the District with a 24/7/365 Security Operations Center (SOC) solution, IT Security/Risk and Penetration assessment services, phishing campaigns as well as assist the District meet Audit and Legal requirements centered around Information System Services and Cyber Security. The cooperative contract is in effect from March 25, 2024 through March 24, 2025.

RECOMMENDATION:

It is recommended the Governing Board approve the District's use of the Statement of Work provided by OculusIT and any future renewals, addendums, supplements, modifications, and extensions as presented. It is also recommended the Governing Board approval an initial purchase of information technology consulting services for the period March 25, 2024 through March 24, 2025 in the amount of \$95,000. This cost will be covered out of the AB183 funding mechanism provided to the District to implement local and systemwide technology and data security measures.

OculusIT – Statement of Work Summary

OCULUSIT STATEMENT OF WORK SUMMARY

STATEMENT OF WORK CONTACT INFORMATION

Client

Client Name

Solano Community College

Client Contacts

Primary Point of Contact

Name:	James "Kimo" Calilan, MBA
Title:	Director, Information Security & Special Projects
Email:	James.Calilan@solano.edu
Phone:	(707) 864-7139

Authorized Signatory Point of Contact

Name:	Susan Wheel
Title:	VP of Finance & Administration
Email:	susan.wheel@solano.edu
Phone:	707-864-7209

STATEMENT OF WORK DETAILS

MLSA Agreement Name to which this SOW is a Schedule:	Master License and Services Agreement with an effective date of 03/25/2024
Schedule Number of this SOW:	0001

Effective/Start Date:	03/25/2024
End Date:	03/24/2027
Initial Term:	3 years beginning on the Effective Date
Renewal Term(s):	3 Years
Recurring Fees Billing Cycle:	Annual
Finance Notes:	Straight-Line

OculusIT – Statement of Work Summary

Summary of Payment Schedule:

	Year 1	Year 2	Year 3	Year 4	Year 5
Fees Due (\$ USD)	95,000	75,000	75,000	-	-
Annual % Increase Amount	N/A	N/A	N/A	N/A	N/A

Annual Percent Increase Reference in MLSA:	N/A
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Payment Method:	ACH/Wire
-----------------	----------

Payment Terms for Initial/First Year Fees:	Net 30 from the Effective Date of this schedule
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Payment Terms for Recurring Fees:	Due on anniversary date of this Schedule
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Notes:

<div></div>

AB

OculusIT – Statement of Work Summary

EXHIBIT A: STATEMENT OF WORK STANDARD TERMS

Standard terms are available at <https://www.oculusit.com/legal/oculusit/sow-exhibit-a-v100418/>

NOTE: If the link above is not hyperlinked, download this document to get the hyperlink. You can download this agreement without signing it.

EXHIBIT B: CLIENT’S STATEMENT OF WORK STANDARD TERMS

NA

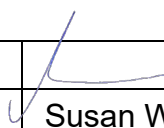
STATEMENT OF WORK CONTRACT DOCUMENTS

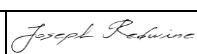
Together, the following documents are incorporated herein by reference and made part of this OculusIT Statement of Work (“SOW”): this Agreement, including Contact Information, Details, Notes and Standard Terms; and all attachments included herein to this Agreement (collectively referred to as the “SOW Contract Documents”). In the event of any conflict between the Standard Terms and the Statement of Work Details, the Statement of Work Details shall prevail. In the event of any conflict between the Standard Terms and Exhibit B – Client’s Statement of Work Standard Terms, the Exhibit A: Standard Terms shall prevail.

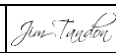
By electronically signing the SOW Contract Documents, your organization is entering into a legally binding contract with OculusIT, LLC Please download and read carefully prior to signing. SOW Contract Documents will be effective when signed by the parties’ authorized representatives.


STATEMENT OF WORK ELECTRONIC SIGNATURE

I agree to the Statement of Work Summary, Details, Notes, Exhibit A: Standard Terms, and SOW, including any Attachments:

Client Authorized Signatory Signature:		• to be fully ratified by the Governing Board at their 4/3/2024 meeting
Client Name:	Susan Wheel	
Signature Date:	03/22/2024	

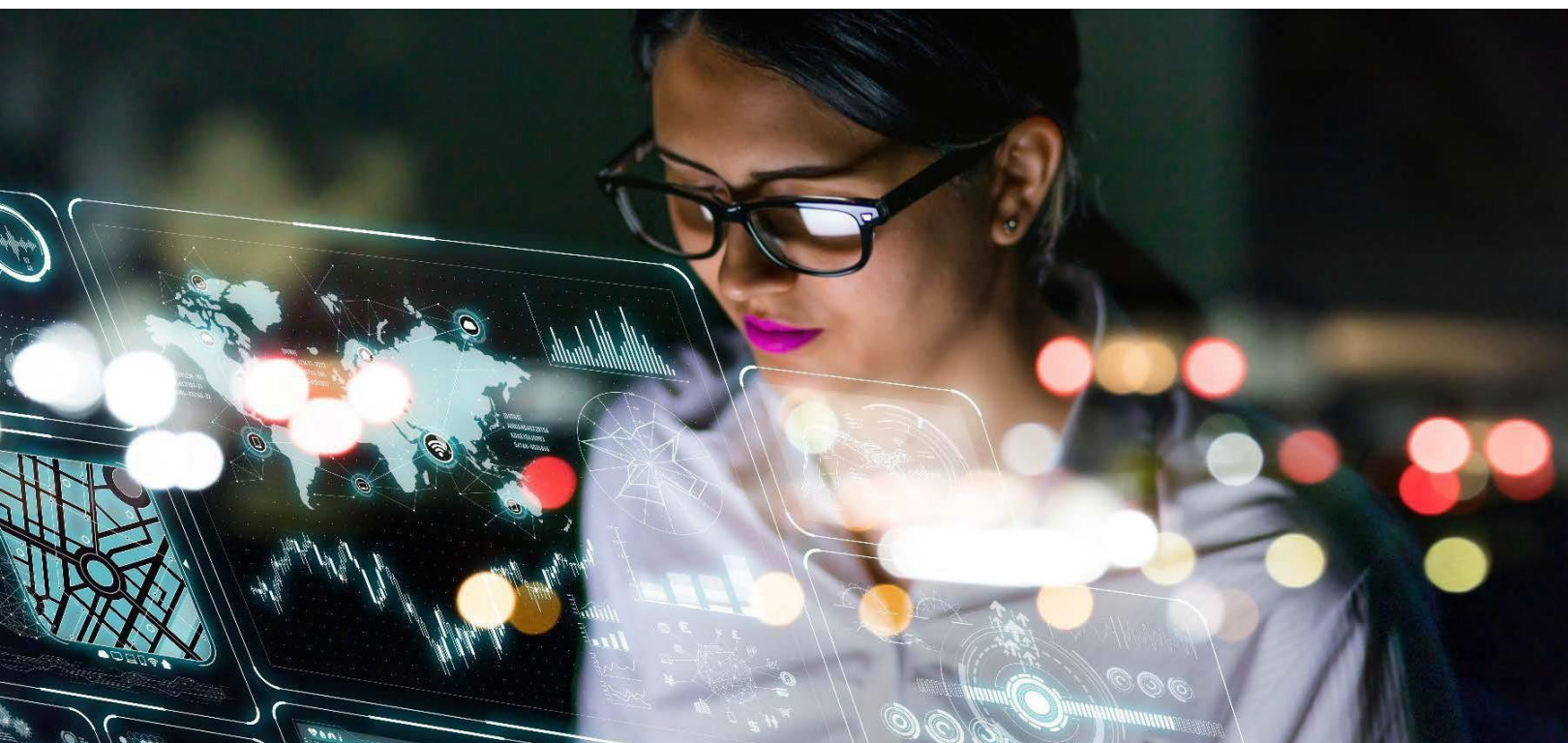
OculusIT Signature:		
OculusIT, Executive Management	Joseph Redwine	
Signature Date:	03/11/2024	

OculusIT Signature:		
OculusIT, Management	Jim Tandon	
Signature Date:	03/11/2024	

OculusIT Signature:		
OculusIT, Project Manager	Ajit Singh	
Signature Date:	03/11/2024	

STATEMENT OF WORK

SCHEDULE	000 ¹
FOR	
Solano Community College	
OculusIT - Managed Security Services include:	
vCISO-as-a-Service, 24x7x365 Security Operations Center (SOC) Services (SIEM + SOC DESK),	
IT Security/Risk and Penetration Testing Assessment Services,	
SOC Setup / Implementation (One-Time) and Client Onboarding.	



Questions?

Contact us at engage@oculusit.com

TABLE OF CONTENTS

1. Statement of Work..... 3

2. Scope and Financial Summary..... 3

OculusIT – Statement of Work Summary

Statement of Work

1. Statement of Work

A request for OculusIT Software and Services was requested by Client Primary Point of Contact as listed in the Statement of Work Summary. The following Software and Services are to be provided by OculusIT and are based on a fixed-bid price as set below.

2. Scope, Financial Summary and

OculusIT will be providing Client with Software and remote Services for the Fees as outlined below:

Attachment:

--


Client is responsible for bearing the Fees referenced in “Total Cost to Client”.

3. Assumptions

This proposal is based on the following assumptions.

Attachment:

--

<div>  <div>Financial Summary - Solano Community College</div> </div>				
Description	Scope	Fees	Fees	Fees
OculusIT - Managed Security Services		MAR 25TH 2024 - MAR 24TH 2025 (YEAR 1)	MAR 25TH 2025 - MAR 24TH 2026 (YEAR 2)	MAR 25TH 2026 - MAR 24TH 2027 (YEAR 3)
OculusIT - Managed Security Services	OculusIT will provide Managed Security Services to Solano Community College. The detailed scope of work and assumptions are attached under Appendix A for the following:			
	vCISO-as-a-Service (bucket of 200 hours)	\$30,000.00	\$30,000.00	\$30,000.00
	24x7x365 Security Operations Center (SOC) Services (SIEM + SOC DESK)	\$35,000.00	\$35,000.00	\$35,000.00
	IT Security / Risk and Penetration Testing Assessment Services	\$10,000.00	\$10,000.00	\$10,000.00
	SOC Setup / Implementation (One-Time)	\$20,000.00	NA	NA
FINAL COST TO THE INSTITUTION		\$95,000.00	\$75,000.00	\$75,000.00



Appendix A for Solano Community College

Trust

Talent

Transformation

MANAGED SECURITY SERVICES

OculusIT Contact

Name: Jim Tandon, VP Engagements

Email: jim_tandon@oculusit.com

TABLE OF CONTENTS

SCOPE OF WORK.....	3
PROJECT TIMEFRAME	11
OCULUSIT 24X7X365 SOC RESPONSE CENTER SLA.....	12
ASSUMPTIONS.....	13
APPENDIX 1 – COVERAGE FOR 24X7 SECURITY OPERATIONS CENTER	14
OCULUSIT ORG CHART– MANAGED SECURITY SERVICES	15

SCOPE OF WORK

Overview

At the highest level of the partnership, OculusIT will provide continued advice and high-touch customer and managed services.

➤ Differentiated Support Services

- Provide a named points of contact designated to escalate, manage, and coordinate queries
- Make reasonable efforts to provide timely responses
- Conduct regular conference calls, as mutually agreed with Solano Community College (Solano), to discuss open items and review the resolution summary associated

➤ Operational Continuity

- Facilitate timely resolution of client queries by delivering personalized, "high-touch" support and reasonable expedited access to subject matter experts
- Help in maintaining system reliability with a focus on mission-critical processing
- Ensure continuity of services through backup resources
- In the event of an OculusIT-initiated change in a resource, OculusIT will consult with Solano and use all commercially reasonable efforts to ensure that any replacement resource is integrated quickly and appropriately into the services process
- If Solano has any concerns about an assigned resource, the client will notify OculusIT and advise of the specific issues at which time OculusIT will promptly review the information and propose follow-up actions intended to address the concerns

Onboarding

OculusIT's project manager will oversee the onboarding and transition of agreed-upon services from Solano to OculusIT, working closely in concert with the assigned Solano IT representative. During the transition, OculusIT will review all existing documentation provided by Solano.

OculusIT will create the reference material for the engagement to be signed off by Solano and review or update, if necessary, applicable existing documentation.

OculusIT will work with Solano to develop an annual work plan that will capture Solano's specific goals and objectives for the year. The plan will highlight areas where resources will be needed to help achieve the desired goals and objectives.

Service Delivery Management for Remote Services

A dedicated Service Delivery Manager (SDM) will be assigned and responsible for:

- Coordination and completion of projects and oversight of the scope of services
- Setting deadlines, assigning responsibilities and monitoring and summarizing the progress of projects
- Preparing reports for Solano's management regarding status
- Managing all key activities (i.e. Communications, Change Management, Escalations, Request Management and Problem Management)
- Acting as the point of contact for any service-related activities
- Timely and regular interaction with Solano and OculusIT staff to ensure proactive communication on service delivery performance, status and resolution of queries, as appropriate
- Ensuring continuous process improvement and continuity of service

The assigned SDM will monitor the engagement's progress and help define the resource requirements related to the work plans. The PM will also be responsible for tracking the completion of tasks and will own all queries along with the following deliverables:

- Monthly or Weekly Project Status Report and Process Adherence Report
- Monthly Executive Report
- Quarterly Executive Health Check (EHC) presentation

OculusIT – Managed Security Services

Under this engagement, OculusIT will provide the following services to Solano:

vCISO-as-a-Service

Under this, OculusIT will provide an expert, independent, with an unbiased view of risk, compliance, and security methodologies at Solano.

General:

- Work as an information security liaison to auditors, assessors, and third parties, if requested
- Advise on security activities, reporting, and events as requested
- Legal Advising as requested on security topics
- Collaborate with IT staff and advise on design of security systems
- Provide training and mentoring to security team members
- Constantly update the cyber security strategy to leverage new technology and threat information
- Brief the executive team on the status and risks, including taking the role of champion for the overall strategy and necessary budget

- Communicate best practices and risks to all parts of the business, outside IT.
- Policy development and recommendations in line with NIST, SANS, ISACA, ISC2 requirements and industry best practices
- Collaborate with IT staff and recommend a solution for network and system monitoring, log correlation and reporting.
- Security Product/Controls Configuration & Management
- Mitigation Research & Implantation Plan
- Review and approve security policies, controls, and cyber incident response planning
- Provide a cybersecurity roadmap with strategic guidance in company growth, risk management and service offerings
- Review and recommend identity and access management policies
- Review disaster recovery and business continuity plans and testing procedures
- Review investigations after breaches or incidents, including impact analysis and recommendations for avoiding similar vulnerabilities.
- Security awareness training for Solano staff.
- Maintain a current understanding of the IT threat landscape for the industry
- Ensure compliance with the changing laws and applicable regulations
- Translate that knowledge to the identification of risks and actionable plans to protect the organization
- Schedule periodic security audits
- Make sure that cyber security policies and procedures are communicated to all personnel and that compliance is enforced
- Advise IT staff on IT security matters as requested
- Identify/recommend tool to detect unauthorized devices.
- Identify/recommend a Remote data deletion tool.
- Yearly Phishing Campaigns to be done by the vCISO. The cost of the tool of the phishing/security awareness training tool is not included in this engagement.

OculusIT - SOC-as-a-Service

Security Operations Center-as-a-Service from OculusIT monitors and mitigates the risks to your data and data sources. We maintain a staffed 24x7 security monitoring service to provide system and device threat information. OculusIT's SOC will install agents on servers and will monitor the security information and event management (SIEM) alerts and logs.

The lightweight agents run on monitored systems, collecting events and forwarding them to the Engine, where data is analyzed, indexed and stored. SIEM uses Threat Intelligence (TI) sources, integrated with the data analysis engine, to improve the detection of emerging threats and to enrich alert information.

SOC services include;

- Incident Monitoring
 - SIEM security events on dashboards
 - Monitoring and responding alerts per provided SOP's
- Incident Analysis
 - Analyze alert output and compare ongoing events, change tickets, and other activity
 - Perform research to determine malicious intent or normal activity and assess impact
 - Conduct threat assessment based on intelligence feeds and proprietary intelligence data
 - Determine whether the alert was an incident or false positive
- Incident Routing
 - Define incident severity per client-specific definitions (Critical, High, Medium, Low, Informational)
 - Verify, and/or escalate incidents based on severity
 - Escalate alerts to appropriate client personnel
- Incident Handling
 - Expedite defined severity events to the systems team
 - Perform ad-hoc malware analysis, as required
 - Perform ad-hoc digital forensics, as required
- Incident Reporting
 - Provide actionable incident reports classified by incident severity
 - Send weekly reports on data received, alerts observed, false positives analyzed, and incidents confirmed
 - Hold monthly presentations with clients to verify incoming data and assure satisfaction with the service
- Device identification tool - identify devices on the network.
- Use of Anti-exploitation feature tools.

Platform Competences

Security Analytics

OculusIT SIEM is used to collect, aggregate, index and analyze security data, helping organizations detect intrusions, threats, and behavioral anomalies. As cyber threats are becoming more sophisticated, real-time monitoring and security analysis are needed for fast threat detection and remediation. That is why our light-weight agent provides the necessary monitoring and response capabilities, while our server component provides the security intelligence and performs data analysis.

[Intrusion Detection](#)

OculusIT SIEM agents scan the monitored systems looking for malware, rootkits and suspicious anomalies. They can detect hidden files, cloaked processes, or unregistered network listeners, as well as inconsistencies in system call responses.

In addition to agent capabilities, the server component uses a signature-based approach to intrusion detection, using its regular expression engine to analyze collected log data and look for indicators of compromise.

[Log Data Analysis](#)

Agents read operating system and application logs, and securely forward them to a central manager for rule-based analysis and storage. The SIEM rules help make you aware of application or system errors, misconfigurations, attempted and/or successful malicious activities, policy violations and a variety of other security and operational issues.

[File Integrity Monitoring](#)

OculusIT SIEM monitors the file system, identifying changes in content, permissions, ownership, and attributes of files that you need to keep an eye on. In addition, it natively identifies users and applications used to create or modify files.

File integrity monitoring capabilities can be used in combination with threat intelligence to identify threats or compromised hosts. In addition, several regulatory compliance standards, such as PCI DSS, require it.

[Vulnerability Detection](#)

Agents pull software inventory data and send this information to the server, where it is correlated with continuously updated CVE (Common Vulnerabilities and Exposure) databases, in order to identify well-known vulnerable software.

Automated vulnerability assessment helps you find the weak spots in your critical assets and take corrective action before attackers exploit them to sabotage your business or steal confidential data.

[Configuration Assessment](#)

OculusIT monitors system and application configuration settings to ensure they are compliant with your security policies, standards and/or hardening guides. Agents perform periodic scans to detect applications that are known to be vulnerable, unpatched, or insecurely configured.

Additionally, configuration checks can be customized, tailoring them to properly align with your organization. Alerts include recommendations for better configuration, references and mapping with regulatory compliance.

[Incident Response](#)

OculusIT SOC provides responses to perform various countermeasures to address active threats, such as blocking access to a system from the threat source when certain criteria are met.

In addition, OculusIT SO can be used to remotely run commands or system queries, identify indicators of compromise (IOCs), and help perform other live forensics or incident response tasks.

[Regulatory Compliance](#)

OculusIT SIEM provides some of the necessary security controls to become compliant with industry standards and regulations. These features combined with its scalability and multi-platform support help organizations meet technical compliance requirements.

Its interface can be used by payment processing companies and financial institutions to meet PCI DSS (Payment Card Industry Data Security Standard) requirements. Its web user interface provides reports and dashboards that can help with this and other regulations (e.g. GPG13 or GDPR).

[Cloud Security](#)

OculusIT SOC helps monitor cloud infrastructure at an API level, using integration modules that are able to pull security data from well-known cloud providers, such as Amazon AWS, Azure, or Google Cloud. In addition, OculusIT SIEM provides rules to assess the configuration of your cloud environment, easily spotting weaknesses.

In addition, lightweight and multi-platform agents are commonly used to monitor cloud environments at the instance level.

[Containers Security](#)

OculusIT SIEM provides security visibility into your Docker hosts and containers, monitoring their behavior and detecting threats, vulnerabilities, and anomalies. The agent has native integration with the Docker engine allowing users to monitor images, volumes, network settings, and running containers.

SIEM continuously collects and analyzes detailed runtime information. For example, alerting for containers running in privileged mode, vulnerable applications, a shell running in a container, changes to persistent volumes or images, and other possible threats.

Architecture

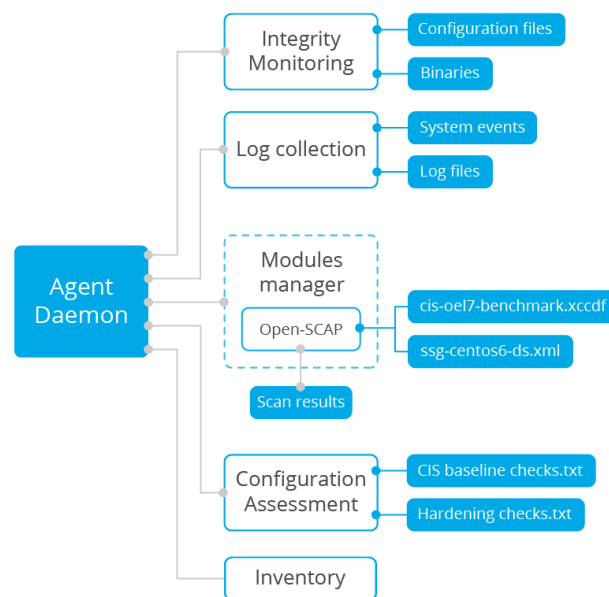
OculusIT provides a security solution capable of monitoring your infrastructure, detecting threats, intrusion attempts, system anomalies, poorly configured applications and unauthorized user actions. It also provides a framework for incident response and regulatory compliance.

OculusIT SIEM agent

The lightweight agent is designed to perform a number of tasks with the objective of detecting threats and, when necessary, trigger automatic responses. The agent core capabilities are:

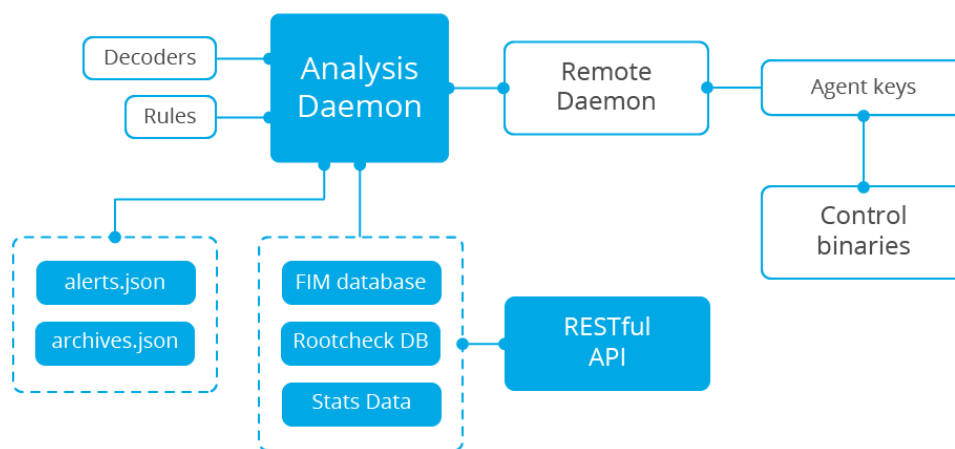
- Log and events data collection
- File and registry keys integrity monitoring
- Inventory of running processes and installed applications
- Monitoring of open ports and network configuration
- Detection of rootkits or malware artifacts
- Configuration assessment and policy monitoring
- Execution of active responses

The agents run on many different platforms, including Windows, Linux, Mac OS X, AIX, Solaris and HP-UX. They can be configured and managed from the server.



OculusIT SIEM server

The SIEM server is in charge of analyzing the data received from the agents, processing events through decoders and rules, and using threat intelligence to look for well-known IOCs (Indicators Of Compromise). The server is also used to manage the agents, configuring and upgrading them remotely when necessary. Additionally the server is capable of sending orders to the agents, for example to trigger a response when a threat is detected.



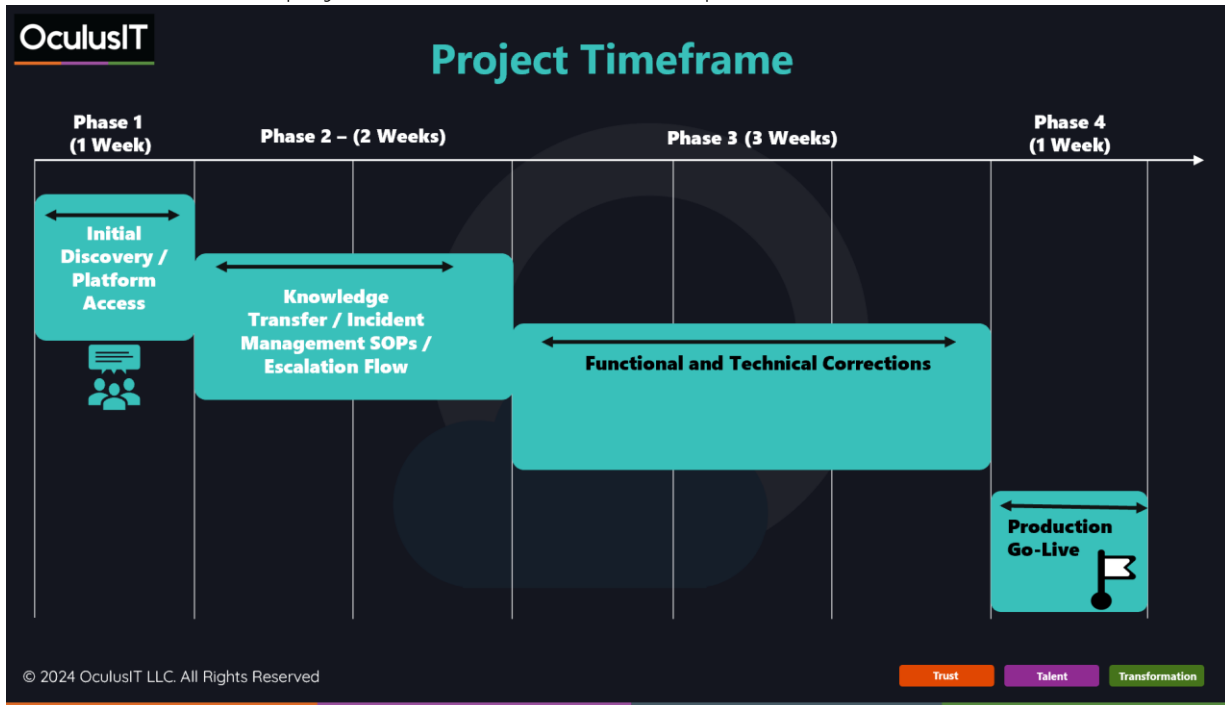
IT Security / Risk and Penetration Assessment Services

Under this, OculusIT will provide IT security/risk and penetration assessment services remotely to be performed annually. Gaps Assessment based on NIST 800-171, PCI, HIPAA, FERPA, GDPR, ISO 27001 Compliance. Conduct review for:

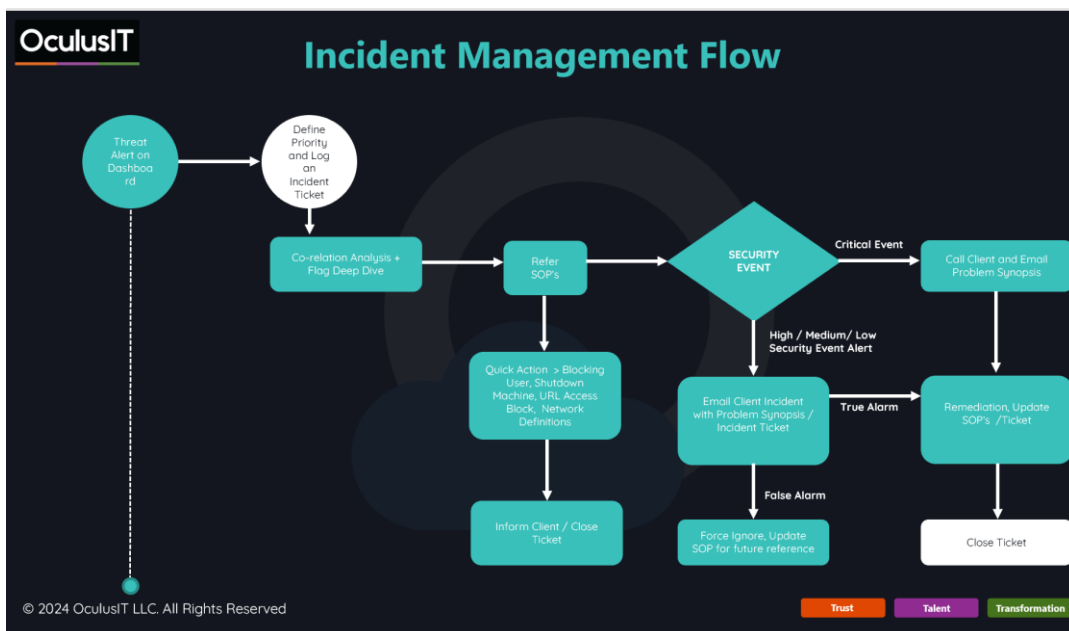
- Data security policies relating to the server, network, database, and applications in place.
- Data loss prevention measures deployed.
- Effective network access controls implemented.
- Detection/prevention systems deployed.
- Security controls established (physical and logical).
- Incident response program implemented.
- Security program assessment.
- Policy review.
- Software development security.
- Asset security.
- Communications and network security.
- Vendor management.
- Vulnerability scan of the key servers, network devices, and URLs.
- Provide a report with highlighted vulnerabilities
- OculusIT will conduct a penetration test once a year for the client

PROJECT TIMEFRAME

Refer to the estimated project timelines based on the scope:



Incident Management Workflow



OCULUSIT 24X7X365 SOC RESPONSE CENTER SLA

- Priority Definition

	Priority 1 (Critical)	Priority 2 (High)	Priority 3 (Medium)	Priority 4 (Low)
Business/financial exposure	The security threat creates a serious business and financial exposure.	The security threat creates a serious business and financial exposure.	The security threat creates a low business and financial exposure.	The security threat creates a minimal business and financial exposure.
Work Outage	The security threat causes the end users / client to be unable to work or perform some significant portion of their job.	The security threat causes the end users / client to be unable to work or perform some significant portion of their job.	The security threat causes the end users / client to be unable to perform some small portion of their job, but they are still able to complete most other tasks. May also include questions and requests for information.	The security threat causes the end users / client to be unable to perform a minor portion of their job, but they are still able to complete most other tasks.
Number of end users / Solano Affected	The security threat affects all users.	The security threat affects a large number of users.	The security threat affects a small number of users.	The security threat may only affect one or two users.
Workaround (carries the heaviest weighting of the characteristics for Severity 1 and 2)	There is no acceptable workaround to the problem (i.e., the job cannot be performed in any other way).	There is an acceptable and implemented workaround to the problem (i.e., the job can be performed in some other way).	There may or may not be an acceptable workaround to the problem.	There is likely an acceptable workaround to the problem.

Target Response Metrics

Priority Level	Target Response Time	Notification Schedule
1	30 Minutes (P1 Bridge Opens)	Updates every 30 minutes after initial triage via P1 Bridge and IT Service Management (ITSM) email until resolution
2	60 Minutes	Updates via ITSM
3	4 Hours	Updates via ITSM
4	8 Hours	Updates via ITSM

ASSUMPTIONS

Please see below general assumptions and pre-requisites:

- If the terms in this schedule conflict with the terms in the MLSA, the terms in this schedule will override the terms in the MLSA.
- If services are required to be performed on-site by resources that are otherwise positioned remotely, then travel, lodging, meals/per-diem, and incidentals will be billed, in addition, based on actuals at the client's expense.
- Upon execution of this engagement, OculusIT will need to schedule resources for this and will then appropriately slate timelines for the execution of this project.
- OculusIT's project manager will provide the holiday schedule for the assigned resources.
- OculusIT will not bear the cost of any application license. All server and application licenses are Solano's responsibility. This includes but is not limited to Antivirus, Microsoft OS, SQL, SSL certificate and Terminal Services licenses.
- OculusIT recommends that the assigned resources be provided with Solano's email id to access log support tickets.
- Refer to 'Appendix 1' for coverage of the SOC environment.
- Continuity of service: If the engineer assigned to Solano has to go on leave, it is OculusIT's responsibility to assign a replacement engineer during the leave days. These days include the days on which the engineer takes a sick leave.
- Anything not mentioned in the scope of work will be considered out of scope.
- OculusIT is responsible for monitoring the security alerts and will not be responsible for any breach in security and/or cyber-attacks.
- OculusIT is not liable for any data breach or damage caused by an event. OculusIT is facilitating the monitoring of security incidents and is responsible for alarming Solano about the events highlighted as threats.
- If the scope of work changes, then a "scope change request form" will need to be submitted.
- Solano to provide appropriate login details to provide support services.

Solano will:

- Appoint a single named contract liaison to coordinate services covered under this SOW.
- Provide an escalation point of contact.
- Provide support for all user functions, management and other applications not defined in this SOW.
- Provide timely responses to project team members.
- Communicate any applicable database or application software standards and procedures for access to systems supported under this SOW to participating students, faculty, staff and alumni.
- Provide support for all user reporting for applications (including those applications defined and not defined in this SOW), including other ancillary third-party systems.
- Solano IT will provide timely notification to OculusIT about system availability and maintenance of systems that might affect the uptime of services maintained by OculusIT.
- Provide sufficient network and system credentials and access to perform the assigned tasks; access includes but is not limited to SSH credentials to the servers, appropriate login details to provision the servers and provide support services.

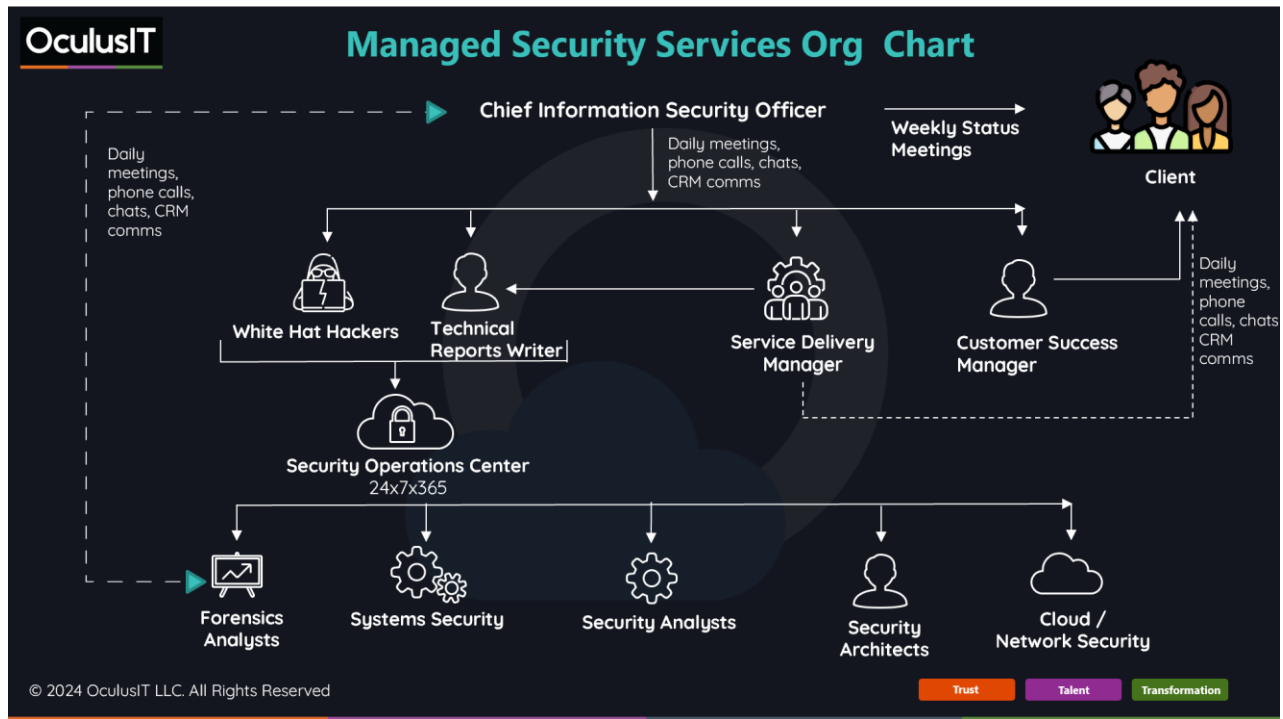
APPENDIX 1 – COVERAGE FOR 24X7 SECURITY OPERATIONS CENTER

Please see below the coverage for the 24x7 Security Operations Center:

Description	Values
Number of devices to be on-boarded	200 devices
Firewall device used by the institution (for example Cisco ASA, Palo Alto, Fortigate, etc;)	
Anti-virus deployed on the servers	
Anti-virus deployed on Endpoints	
Email solution used (for example Office365, GSuite, etc;)	
What are email filtering tools used at the institution, if any? (for example Barracuda, InTune, etc;)	
What is your Hypervisor layer (for example VMWare, HyperV, etc)	

OCULUSIT ORG CHART– MANAGED SECURITY SERVICES

Below is OculusIT's org chart for Managed Security Services' team:



SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: INITIAL PRESENTATION OF SOLANO COMMUNITY
COLLEGE DISTRICT BARGAINING PROPOSAL TO
THE OPERATING ENGINEERS/STATIONARY
ENGINEERS, LOCAL 39 ON INTERESTS

REQUESTED ACTION:

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

SUMMARY:

The Solano Community College District and the Operating Engineers/Stationary Engineers, Local 39, are preparing to enter into negotiations.

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: Human Resources

Ed. Code: 3547

Board Policy: 2010

Estimated Fiscal Impact: Unknown

SUPERINTENDENT'S RECOMMENDATION:

☐ APPROVAL ☐ DISAPPROVAL
☒ NOT REQUIRED ☐ TABLE

Salvatore Abbate
Human Resources

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7281

TELEPHONE NUMBER

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

VICE PRESIDENT APPROVAL

March 22, 2024

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

April 3, 2024

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: INITIAL PRESENTATION OF SOLANO COMMUNITY
COLLEGE DISTRICT BARGAINING PROPOSAL TO
THE OPERATING ENGINEERS/STATIONARY
ENGINEERS, LOCAL 39 ON INTERESTS**

REQUESTED ACTION:

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

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

This item introduces the District’s proposal to the Operating Engineers/Stationary Engineers, Local 39, for the purpose of public notice (“sunshining”) to work with the Operating Engineers/Stationary Engineers, Local 39, on the following interest.

The District’s interest is in the review, reorganization and reconsideration of all contract articles.

Pursuant to the Government Code Section 3547, public comment on such proposal shall be received at the next Governing Board meeting scheduled for June 15, 2022.

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

TO: Members of the Governing Board

**SUBJECT: INITIAL PRESENTATION OF THE OPERATING
ENGINEERS/STATIONARY ENGINEERS, LOCAL 39,
BARGAINING PROPOSALS TO THE SOLANO
COMMUNITY COLLEGE DISTRICT**

REQUESTED ACTION:

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

SUMMARY:

The Solano Community College District and the Operating Engineers/Stationary Engineers, Local 39, are preparing to enter into negotiations.

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: Human Resources

Ed. Code:3547

Board Policy:2010

Estimated Fiscal Impact: Unknown

SUPERINTENDENT'S RECOMMENDATION:

☐ APPROVAL ☐ DISAPPROVAL
☒ NOT REQUIRED ☐ TABLE

Salvatore Abbate
Human Resources

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7281

TELEPHONE NUMBER

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

VICE PRESIDENT APPROVAL

March 22, 2024

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

April 3, 2024

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: INITIAL PRESENTATION OF THE OPERATING
ENGINEERS/STATIONARY ENGINEERS, LOCAL 39,
BARGAINING PROPOSALS TO THE SOLANO
COMMUNITY COLLEGE DISTRICT**

REQUESTED ACTION:

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

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

This item presents the Operating Engineers/Stationary Engineers, Local 39 openers for the purpose of public notice (“sunshining”) to work with the Solano Community College District, on the following interest.

Article 6, Personnel Files/Evaluation

Article 9, Leaves of Absence

Article 11, Hours and Overtime

Article 14, Pay and Allowances

Article 16, Working Conditions

Article 17, Transfer/Promotions

Article 18, Job Vacancies

Article 19, Reclassifications

Appendix A, Classified Salary Schedule / Operating Engineers Classifications

Appendix E, Professional Growth Program

Stationary Engineers, Local 39 reserves the right to amend, modify, change, add to, or subtract from the above-listed articles.

Pursuant to the Government Code Section 3547, public comment on such proposal shall be received at the next Governing Board meeting scheduled for April 17, 2024.

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

TO: Members of the Governing Board

**SUBJECT: BALLOT FOR CALIFORNIA COMMUNITY COLLEGE
TRUSTEES (CCCT) BOARD OF DIRECTORS ELECTION
FOR 2024**

REQUESTED ACTION:

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

SUMMARY:

An Adhoc Subcommittee of the Governing Board for CCCT will advance recommendations for election to the statewide California Community College Trustees (CCCT) Board of Directors. This year, there are seven seats up for reelection on the board. Each member Community College District Board of the League shall have one vote for each of the seven vacancies on the CCCT Board of Directors. Only one vote may be cast for any nominee or write-in candidate. The seven candidates who receive the most votes will serve a three-year term. A copy of the ballot is provided on the proceeding page. The official ballot must be submitted by April 25, 2024.

STUDENT SUCCESS IMPACT:

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

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

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

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 863-7299

TELEPHONE NUMBER

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

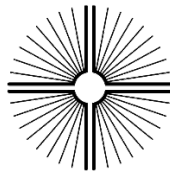
April 3, 2024

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

VICE PRESIDENT APPROVAL

March 21, 2024

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**



COMMUNITY COLLEGE LEAGUE OF CALIFORNIA

2024 CCCT BOARD ELECTION CANDIDATES LISTED IN SECRETARY OF STATE'S RANDOM DRAWING ORDER OF DECEMBER 14, 2023

VOTING WILL TAKE PLACE VIA EBALLOT

SELECT NO MORE THAN SEVEN (7) CANDIDATES

1. Barbara Gaines, Antelope Valley CCD
2. Nan Gomez-Heitzeberg, Kern CCD*
3. Gregory Hanna, Siskiyou Joint CCD
4. Hortencia Armendariz, Imperial CCD*
5. Barbara Calhoun, Compton CCD*
6. Dorothy Battenfeld, Sonoma County JCD
7. Julie Schorr, Grossmont-Cuyamaca CCD
8. Yvette Davis, Glendale CCD*
9. Greg Pensa, Allan Hancock CCD*
10. Bernardo Perez, Ventura County CCD*
11. Deborah Ikeda, State Center CCD*
12. Milton Richards, Yosemite CCD
13. Raymond Macareno, Sequoias CCD

* Incumbent

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

TO: Members of the Governing Board

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

REQUESTED ACTION:

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

SUMMARY:

The Solano CCD Measure Q Quarterly Update Report is presented for Board information. This report includes an overview of program and project activities for the Measure Q Bond Program for the period of October 1, 2023 – December 31, 2024.

Measure Q expenditures during this reporting period were \$5,202,382. Total expended to December 31, 2023 was \$240,282,484 (percentage spent is 67.5%).

CONTINUED ON THE NEXT PAGE

STUDENT SUCCESS IMPACT:

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

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

Lucky Lofton
VP, Facilities and Executive Bonds Manager

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 863-7855

TELEPHONE NUMBER

Lucky Lofton
VP, Facilities and Executive Bonds Manager

VICE PRESIDENT APPROVAL

March 25, 2024

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

April 3, 2024

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

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

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

Sample of key activities this quarter:

Program: District staff and Bond Program team members continue to work on Consultant Pool refreshing. Design Standards revision/updates are continuing. Planning for and implementing the projects being funded by Series D and E funds proceeds. Series F bonds were issued in December.

Projects:

- Fairfield B300 Modernization Project: This project will be re-bid in early 2024 with construction anticipated to begin in summer of 2024.
- Fairfield B1400 Modernization Project: Phase 1 of this new Project is to replace the existing built-up roof and assess then design and replace the aluminum storefront doors throughout the Student Center exterior. Design is ongoing.
- Fairfield B1600 Modernization Project: Design work has been completed and submitted to DSA for review and approval to bid.
- Fairfield Early Learning Center Expansion Project: Building interior work and sitework continues.
- Small Capital Projects – Fairfield Building 1400 Lighting Upgrade: Contractor's bonding surety and District discussing next steps to complete this Project.
- Small Capital Projects – Fairfield Building 1900 Parking Lot & Storage Building: This new Project consists of the installation of a new pre-engineered/manufactured metal storage building and removal/replacement of the asphalt surface at the District's Facilities Yard (Parking Lot H). A study was completed with findings, recommendations and estimate of costs. Design based upon the study and recommendations has begun.
- Small Capital Projects – Campus Wide Interior Refresh: Project scope has been defined and design has begun.
- Small Capital Projects – Fairfield Main Entrance Improvement: Study/assessment is in development and review.
- Small Capital Projects – Fairfield Maker Space Awning: Design work continues.
- Small Capital Projects – Fairfield Quad Water Conservation: Design complete and submitted to DSA for review and approval.
- Small Capital Projects – Fairfield Parking Lot Improvements: Punch list work complete. Project in close out.
- Vacaville Annex HVAC/Roof Upgrade: Ceiling tile and grid being replaced/returned. Furniture starting to return to the facility. New rooftop units are installed. Commissioning activities are ongoing.
- Vacaville Center Water Intrusion Mitigation: Initial repairs complete. Design work for additional mitigation measures continues.

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

TO: Members of the Governing Board

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

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

Sample of key activities this quarter (continued):

Projects:

- Small Capital Projects - Vallejo Center Security: DSA review and approval complete. Project is in the bidding phase.
- Small Capital Projects – Vallejo Auto Tech Exhaust System/Dynamometer Replacement: Assessment report reviewed and preparing to begin design work based upon assessment recommendations.
- Small Capital Projects - Auto Tech Vehicle Security: Punch list work is ongoing.

Districtwide Projects:

- Facilities Asset Management: Equipment and infrastructure are in process of being identified, inventoried, tagged, and incorporated into the preventative maintenance program and computerized maintenance management system (CMMS).
- IT Infrastructure Project (Phase 3): Implementation of Series D and Series E funded work continues. Equipment purchases and installations continue. Annual network upgrades continue. Gym Audio-Visual Enhancement continues.
- IT Infrastructure Project (Phase 4): Planning and implementing projects associated with Series D and Series E funding, including equipment purchases and installations. Classroom tech upgrades and faculty/staff/student computer upgrades proceeding. Annual network upgrades ongoing. Printer and copier replacements continue. Gym Audio-Visual Enhancement continues, as well as wireless refresh and B1400 Audio-Visual Modernization.
- Infrastructure Improvements – Central Plant Replacement: Submittals are continuing. Contractor mobilization expected in January 2024.
- Infrastructure Improvements – Replacement Substations #3 and #4: Coordination with adjacent projects continues. Underground utilities installation underway. Contractor has progressed with backfill at Substation #4. Substation #3 equipment pad slab and flatwork concrete placements completed.
- Infrastructure Improvements – Solar Energy: Contractor has demobilized. Waiting for electrical equipment deliveries and DSA approval on the battery system to proceed with construction and installation.
- Infrastructure Improvements – Swimming Pool Deck Replacement: Grading for new deck complete and concrete pours are ongoing.
- ADA Improvements (Phase 1): Work on the Self Evaluation Study of Policies and Procedures continues with District review.