

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

TO: MEMBERS OF THE GOVERNING BOARD

SUBJECT: CONSENT CALENDAR - HUMAN RESOURCES

REQUESTED ACTION: APPROVAL

EMPLOYMENT 2024-2025

Out of Class Assignment

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Tiffany Casimere	Executive Coordinator	07/01/24 – 10/31/24 Revised
Amber Cheatham	Executive Assistant	07/01/24 – 10/31/24 Revised

Leave of Absence

<u>Name</u>	<u>Leave Type</u>	<u>Effective</u>
Porfirio Loza	Unpaid Leave of Absence	03/29/24 - 03/31/25 (updated)

Short-Term/Temporary/Substitute

<u>Name</u>	<u>Assignment</u>	<u>Fund/Grant</u>	<u>Effective</u>	<u>Amount</u>
Andreya Arevalo	Assistant Coach	General Fund	09/19/24 - 06/30/25	\$22.00/hr.
Luis Angel - Campos	Faculty- New Faculty Orientation	Culturally Competent Faculty Professional Development	08/07/24 – 08/07/24	\$500/00 Lump Sum
Tabatha Butler	House/Box Office	General Fund	08/22/24 - 06/30/25 Revision	\$17.25/hr.
Daymon Clark	Theater Event Tech	General Fund	08/22/24 - 06/30/25 Revision	\$17.25/hr.
Winifred Dayrit	Theater Event Tech	General Fund	08/22/24 - 06/30/25 Revision	\$17.25/hr.
Hui Hui Gwen” Gallagher	ZTC and OER Research and Investigation	ZTC Textbook (ZTC) 22-23FY	08/01/24 - 08/31/24	\$300.00 Lump Sum

Patrick Grant	Faculty- New Faculty Orientation	Culturally Competent Faculty Professional Development	08/07/24 – 08/07/24	\$500/00 Lump Sum
Douglas Green	Instructor	Perkins V	09/20/24 - 01/31/25	\$82.06/hr .
Douglas Green	Instructor	Strong Workforce	09/19/24 - 12/31/24	\$82.06/hr .
Angel Iqueda	Faculty- New Faculty Orientation	Culturally Competent Faculty Professional Development	08/07/24 - 08/07/24	\$500/00 Lump Sum
Freeman Lo	Faculty- New Faculty Orientation	Culturally Competent Faculty Professional Development	08/07/24 - 08/07/24	\$500/00 Lump Sum
Leilani Lobo	Theater Event Tech	General Fund	08/22/24 - 06/30/25 Revision	\$17.25/hr.
Laura Pirott	ZTC and OER Research and Investigation	ZTC Textbook (ZTC) 22-23FY	08/01/24 - 08/31/24	\$300.00 Lump Sum
Dana Ramos	Administrative Assistant II	SEA Fund	09/19/24 – 06/30/25	\$17.31/hr.
Kelsey Reasons	ELC Specialist	CA State Preschool Program	09/19/24 – 06/30/25	\$19.75/hr.
George (Chip) Reeves	Faculty- New Faculty Orientation	Culturally Competent Faculty Professional Development	08/07/24 - 08/07/24	\$500/00 Lump Sum
Jonathan Schouten	ZTC and OER Research and Investigation	ZTC Textbook (ZTC) 22-23FY	08/01/24 - 08/31/24	\$300.00 Lump Sum
LaVonne Slaton	AON Coordination	Perkins	06/01/24 - 07/30/24	\$81.95/hr.
Lauren Taylor-Hill	ZTC and OER Research and Investigation	ZTC Textbook (ZTC) 22-23FY	08/01/24 - 08/31/24	\$300.00 Lump Sum
Kristieen Rodriguez	SCC Academic Senator/Counseling Faculty	General Fund	08/08/24 - 05/12/25	\$1,000 Lump Sum
William Schmidt	Theater Event Tech	General Fund	08/22/24 - 06/30/25 Revision	\$17.25/hr .
Micah Scott	Theater Event Tech	General Fund	08/22/24 - 06/30/25 Revision	\$17.25/hr .
Reina Segovia	Administrative Assistant IV	General Fund	09/19/24 – 12/31/24	\$19.75/hr .
Andrew Wesley	SCC Academic Senator/Counseling Faculty	General Fund	08/08/24 – 05/12/25	\$1,000 Lump Sum

Volunteer Assignment

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Joseph Conrad	Student Assistant-ASTC	09/19/24-09/09/25
Ashley Johnson	Student Assistant-EMT Health Volunteer	09/19/24-05/23/25

Salvatore Abbate
Human Resources

09/08/2024

Date Submitted

Kellie Sims Butler, Ph.D.
Superintendent-President

09/18/2024

Date Approved

Out of Class Assignment

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Tiffany Casimere	Executive Coordinator	07/01/24 – 10/31/24 Revised
Amber Cheatham	Executive Assistant	07/01/24 – 10/31/24 Revised

Leave of Absence

<u>Name</u>	<u>Leave Type</u>	<u>Effective</u>
Porfirio Loza	Unpaid Leave of Absence	03/29/24 - 03/31/25 (updated)

Short-Term/Temporary/Substitute

<u>Name</u>	<u>Assignment</u>	<u>Fund/Grant</u>	<u>Effective</u>	<u>Amount</u>
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Luis Angel-Campos	Faculty- New Faculty Orientation	Culturally Competent Faculty Professional Development	08/07/24 – 08/07/24	\$500/00 Lump Sum
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Douglas Green	Instructor	Perkins V	09/20/24 - 01/31/25	\$82.06/hr .
Angel Iqueda	Faculty- New Faculty Orientation	Culturally Competent Faculty Professional Development	08/07/24 - 08/07/24	\$500/00 Lump Sum

Freeman Lo	Faculty- New Faculty Orientation	Culturally Competent Faculty Professional Development	08/07/24 - 08/07/24	\$500/00 Lump Sum
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Kristieen Rodriguez	SCC Academic Senator/Counseling Faculty	General Fund	08/08/24 - 05/12/25	\$1,000 Lump Sum
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Reina Segovia	Administrative Assistant IV	General Fund	09/19/24 – 12/31/24	\$19.75/hr .
Andrew Wesley	SCC Academic Senator/Counseling Faculty	General Fund	08/08/24 – 05/12/25	\$1,000 Lump Sum

Volunteer Assignment

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
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Ashley Johnson	Student Assistant-EMT Health Volunteer	09/19/24-05/23/25

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: WARRANTS – AUGUST 2024

REQUESTED ACTION:

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

SUMMARY:

Run Date	Type	Check Numbers	Total Amount
8/1/2024	AP Vendor Payments	11127833 - 11127926	\$707,558.32
8/1/2024	QE Vendor Payments	11127927 - 11127932	\$484,070.58
8/8/2024	AP Vendor Payments	11127933 - 11127985	\$263,360.95
8/8/2024	QE Vendor Payments	11127986 - 11127994	\$802,923.83
8/15/2024	AP Vendor Payments	11127995 - 11128061	\$337,701.13
8/15/2024	QC Vendor Payments	11128062	\$1,800.00
8/15/2024	QE Vendor Payments	11128063 - 11128071	\$340,280.34

CONTINUED ON NEXT PAGE:

STUDENT SUCCESS IMPACT:

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

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

SUPERINTENDENT'S RECOMMENDATION:

☒ APPROVAL ☐ DISAPPROVAL
☐ NOT REQUIRED ☐ TABLE

Susan Wheet
Vice President, Finance and Administration

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7209

TELEPHONE NUMBER

Susan Wheet, Finance and Administration

VICE PRESIDENT APPROVAL

September 6, 2024

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

Kellie Sims Butler Ph.D.
Superintendent-President

September 18, 2024

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

SUBJECT: WARRANTS – AUGUST 2024

REQUESTED ACTION:

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

SUMMARY:

Run Date	Type	Check Numbers	Total Amount
8/22/2024	AP Vendor Payments	11128072 - 11128136	\$342,119.90
8/22/2024	QE Vendor Payments	11128137 - 11128141	\$272,296.75
8/29/2024	AP Vendor Payments	11128142 - 11128266	\$325,407.28
8/29/2024	QC Vendor Payments	11128267	\$3,792.98
8/29/2024	QD Vendor Payments	11128268 - 11128270	\$14,478.50
8/29/2024	QE Vendor Payments	11128271 - 11128281	\$436,381.10
8/29/2024	QF Vendor Payments	11128282	\$161.06
Total Vendor Payments			\$4,332,332.72

Bank Code Glossary:

AP – General Fund account (Unrestricted and Restricted Funds)
CP – Capital Projects Fund account (Fund 41)
QC – Measure Q Series C account (Fund 42, Series C)
QD – Measure Q Series D account (Fund 42, Series D)
QE – Measure Q Series E account (Fund 42, Series E)
QF – Measure Q Series F account (Fund 42, Series F)
RF – Revolving Fund account (Unrestricted and Restricted Funds)
SR – Student Refunds (Unrestricted and Restricted Funds)

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

TO: MEMBERS OF THE GOVERNING BOARD

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

REQUESTED ACTION:

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

PERSONAL SERVICES AGREEMENTS

Finance and Administration
Susan Wheet, Vice President

<u>Name</u>	<u>Description</u>	<u>Effective</u>	<u>Amount</u>
Shannon Cooper	Design and deliver online leadership and training sessions.	09/19/24-06/30/25	Not to Exceed \$5,000.00
Janie Sinkewiz	Consultant to evaluate and perform workflow analysis of the Warehouse/Mailroom, Print Shop, and Safety Training for areas to improve time and process efficiency.	10/01/24-06/30/25	Not to Exceed \$15,000.00

CONTINUED ON NEXT PAGE

Susan Wheet
Vice President,
Finance & Administration

September 4, 2024
Date Submitted

Kellie Sims Butler, Ph.D.
Superintendent-President

September 18, 2024
Date Approved

PERSONAL SERVICES AGREEMENTS

Information Technology
Jon Cornelison, Vice President

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Desert Information Services	Database maintenance (Banner and ODS), Ethos API, BEP, ILP and other services installation and maintenance.	07/01/24-6/30/25	Not to Exceed \$14,000

CONTRACT SERVICES AGREEMENTS

Finance and Administration
Susan Wheet, Vice President

<u>Name</u>	<u>Description</u>	<u>Effective</u>	<u>Amount</u>
Wiseman Commercial	Vendor change order to install additional outlets in the Cosmetology facial treatment room in the flex space located at 220 Campus Lane.	9/05/24-9/30/24	Not to Exceed \$870.00
Wiseman Commercial	Vendor change order to install branch distribution circuits to individual Cosmetology workstations in the flex space located at 220 Campus Lane.	09/05/24-10/31/24	Not to Exceed \$15,553.75
Wiseman Commercial	Vendor change order to install circuits and surface mounted receptacle to individual Cosmetology workstations in the flex space located at 220 Campus Lane.	09/05/24-10/31/24	Not to Exceed \$5,100
Eppendorf	Annual Preventative Maintenance for Biotech reactors to maintain optimal performance. Two BioFlo 120 machines	07/01/24-06/30/25	Not to Exceed \$22,468.00
Eppendorf	Annual Preventative Maintenance for Biotech reactors to maintain optimal performance. One BioFlo 610 machine	07/01/24-06/30/25	Not to Exceed \$20,004.00
Eppendorf	Annual Preventative Maintenance for Biotech reactors to maintain optimal performance. One BioFlo 510 machine	07/01/24-06/30/25	Not to Exceed \$32,894.00
Arbor Environmental	Vendor to provide Qualitative Respirator Fit Testing for nursing to ensure compliance with NFPA 1500, NFPA 1404, ANSI Z88.5, ANSI Z88.2-1992, OSHA CFR 1910.134, and CCR Title 8 Sec.5144. Each test is \$30, for a maximum of 91 tests	8/20/24-8/26/24	Not to Exceed \$2,730.00

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

TO: MEMBERS OF THE GOVERNING BOARD

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

REQUESTED ACTION:

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

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

<u>Asset Number</u>	<u>Description</u>	<u>Location</u>	<u>Original Value</u>
N/A	Metal Racks	Vacaville Annex	Unknown

Acceptance of these disposals is recommended at this time.

STUDENT SUCCESS IMPACT:

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

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

Susan Wheet
Vice President,
Finance & Administration

Kellie Sims Butler, Ph.D.
Superintendent-President

September 4, 2024

Date Submitted

September 18, 2024

Date Approved

SOLANO COMMUNITY COLLEGE DISTRICT

Disposition, Transfer or Trade-In of College Equipment

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

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

_____ Transfer to (location)

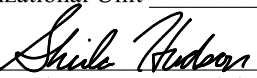
Bldg No. _____ Room No. _____

Comment _____

Asset No.	Description	For Surplus Items Only	
		Building No.	Room No.
N/A	Metal Racks (1 assembled and 1 in a box)	Vacaville Annex	117

Action Performed by Sheila Hudson Date 9/3/24

Division or Organizational Unit Health Sciences

Approved by 
Unit Manager or Division Dean

Distribution :

Original to District Director of Facilities

Duplicate for your files

For District Facilities Office Use

For Surplus Items:

Board authorization to sell _____

Invoice/receipt number and date _____

Fixed Asset - 02
8.00

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

TO: Members of the Governing Board

**SUBJECT: NOTICE OF COMPLETION FOR CONSTRUCTION
SERVICES FOR THE FAIRFIELD CAMPUS GYM AV
ENHANCEMENT PROJECT**

REQUESTED ACTION:

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

SUMMARY:

Board approval is requested for the Gym AV Enhancement Project Notice of Completion. On November 15, 2023, a contract for \$292,966 was awarded to Conti, LLC, for the Gym AV Enhancement Project. The scope of work included demolition and replacement of the existing AV System consisting of speaker arrangements, and installation of new roll up projection and wall mounted audio systems.

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

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

STUDENT SUCCESS IMPACT:

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

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

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

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

ADDRESS

(707) 863-7855

TELEPHONE NUMBER

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

VICE PRESIDENT APPROVAL

September 9, 2024

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

Kellie Sims Butler, Ph.D.
Superintendent-President

September 18, 2024
**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

When recorded mail to:

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

Notice of Completion

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

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

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

NAMES

ADDRESSES

6. Work of modernization on the property hereinafter described was completed on: 9/18/2024
7. The Project Name & Number are Gym AV Enhancement
8. DSA Number (if applicable) 02-122014
9. The contractor for such work of modernization is Conti, LLC
10. The name of the contractor's Surety Co. is Berkshire Hathaway Specialty Insurance Company
11. The date of contract between the contractor and the above owner is 11/15/2023
12. The street address of said property is 4000 Suisun Valley Road, Fairfield, CA 94534;
13. APN # 0027-242-110
14. The property on which said work of modernization was completed is in the City of Fairfield, County of Solano, State of California, and is described as follows: replacement and upgrade of audio visual systems in Gymnasium.

Date

Signature of Owner – Dr. Kellie Sims Butler

Solano Community College District

Verification

I, undersigned, say:

I am _____

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

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

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

Executed on _____, at Fairfield, California.

(City or Town where signed)

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

TO: Members of the Governing Board

**SUBJECT: NOTICE OF COMPLETION FOR CONSTRUCTION
SERVICES FOR THE FAIRFIELD CAMPUS BUILDING
1400 AV ENHANCEMENT PROJECT**

REQUESTED ACTION:

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

SUMMARY:

Board approval is requested for the Building 1400 AV Enhancement Project Notice of Completion. On December 20, 2023, a contract for \$192,863 was awarded to Conti, LLC, for the B1400 AV Enhancement Project. The scope of work included demolition and replacement of the existing AV System consisting of speaker arrangements and projection devices at the B1400 Student Center.

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

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

STUDENT SUCCESS IMPACT:

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

<i>Ed. Code: NA</i>	<i>Board Policy: NA</i>	<i>Estimated Fiscal Impact: \$0</i>
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SUPERINTENDENT'S RECOMMENDATION:

☒ APPROVAL ☐ DISAPPROVAL
☐ NOT REQUIRED ☐ TABLE

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

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

ADDRESS

(707) 863-7855

TELEPHONE NUMBER

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

VICE PRESIDENT APPROVAL

September 9, 2024

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

Kellie Sims Butler, Ph.D.
Superintendent-President

September 18, 2024

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

When recorded mail to:

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

Notice of Completion

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Must be recorded within 10 days after completion*

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

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

NAMES

ADDRESSES

6. Work of modernization on the property hereinafter described was completed on: 9/18/2024
7. The Project Name & Number are Building 1400 AV Enhancement
8. DSA Number (if applicable) 02-122014
9. The contractor for such work of modernization is Conti, LLC
10. The name of the contractor's Surety Co. is Brookshire Hathaway Specialty Insurance Company
11. The date of contract between the contractor and the above owner is 12/20/2023
12. The street address of said property is 4000 Suisun Valley Road, Fairfield, CA 94534;
13. APN # 0027-242-110
14. The property on which said work of modernization was completed is in the City of Fairfield, County of Solano, State of California, and is described as follows: replacement and upgrade of audio visual systems in student center.

Date

Signature of Owner – Dr. Kellie Sims Butler

Solano Community College District

Verification

I, undersigned, say:

I am _____

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

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

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

Executed on _____, at Fairfield, California.

(City or Town where signed)

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

TO: Members of the Governing Board

SUBJECT: RESIGNATION TO RETIRE

REQUESTED ACTION:

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

SUMMARY:

<u>Name</u>	<u>Assignment & Years of Service</u>	<u>Effective</u>
James (Rich) Augustus	Network Engineer 17 years, 10 months of service with SCC	09/06/2024

STUDENT SUCCESS IMPACT:

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

Ed. Code: 24205

Board Policy: 4400

Estimated Fiscal Impact: N/A

SUPERINTENDENT'S RECOMMENDATION:

☒ APPROVAL ☐ DISAPPROVAL
☐ NOT REQUIRED ☐ TABLE

Salvatore Abbate
Human Resources

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

ADDRESS

707-864-7263

TELEPHONE NUMBER

VICE PRESIDENT APPROVAL

September 6, 2024

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

Kellie Sims Butler, Ph.D
Superintendent-President

September 18, 2024

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

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

TO: Members of the Governing Board

**SUBJECT: NEW CLASSIFIED MANAGER JOB DESCRIPTION:
DIRECTOR OF VETERANS AND MILITARY SERVICES
AND PROGRAMS**

REQUESTED ACTION:

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

SUMMARY:

The following job description is presented for Governing Board approval. The Director of Veterans and Military Services and Programs will plan, organize, and direct activities and programs related to student veterans and military-affiliated students. Duties will include creating a vision for an inclusive campus environment that addresses the unique needs of student veterans and military-connected students, with a strong commitment to fostering diversity, equity, inclusion, and accessibility (DEIA). This position will be placed on the Manager salary schedule at a range 38 and will be funded .

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: 88009 Board Policy: 4010, 4720 Estimated Fiscal Impact: \$77,959.81 Plus Benefits Yearly

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

VICE PRESIDENT APPROVAL

September 6, 2024

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

Kellie Sims-Butler, Ph.D.
Superintendent-President

September 18, 2024

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

SOLANO COMMUNITY COLLEGE DISTRICT CLASS SPECIFICATIONS

CLASS TITLE: Director of Veteran and Military Services and Programs (Classified Manager)

Description:

Under the direction of the Dean of Counseling Services and the Vice President of Student Services, the Director of Veteran and Military Services and Programs will plan, organize, and direct activities and programs related to student veterans and military-affiliated students. Duties will include creating a vision for an inclusive campus environment that addresses the unique needs of student veterans and military-connected students, with a strong commitment to fostering diversity, equity, inclusion, and accessibility (DEIA). The Program will include veteran friendly services and an increased awareness on campus as to the educational challenges and needs of veteran students and military-affiliated students, ensuring that these services are accessible and equitable for all.. The Director will assist in planning and implementing student development programs for veterans, military-connected students, and all Solano Community College students, actively promoting DEIA principles to create a supportive and inclusive learning environment for everyone, regardless of background or experience.

REPRESENTATIVE DUTIES:

Essential duties and responsibilities include the following:

- Manage the daily operation of the Veterans Resource Center and Travis Air Force Base Center including supervision of full-time and part-time staff and work-study students, including training, staff scheduling, and evaluation.
- Coordinate the outreach to identify external community-based organizations serving veterans, and establish a network to recruit veterans and military-connected students to Solano Community College to increase recruitment of veterans and military-affiliated students and enhance the retention and graduation rates of veteran students.
- Assess the needs of veteran students and collaborate with other College departments to provide information and services to veterans and military-affiliated students. Develop and provide programs, activities, and tools to implement teaching, learning and support strategies for members of the College community that increase their understanding of the needs of veterans and military affiliated students.
- Maintain knowledge and facilitate compliance with federal and state legislation, rules, policies and procedures pertaining to veteran student benefits. In

collaboration with the College's certifying officials, develop procedures, and interoffice forms as appropriate, to meet changing federal Department of Veterans Affairs, CA Department of Veterans Affairs and Department of Defense laws governing veterans', active-duty and dependent educational benefits.

- Collaborate with the California Community Colleges Chancellor's Office (CCCCO) and various agencies within the community to establish and maintain membership in professional organizations serving veterans, attend conferences and participate in local, state and federal entities addressing veterans' issues.
- Prepare, review, evaluate and update Department of Defense Voluntary Education Partnership Memorandum of Understanding and collaborate with District on Memorandum of Understanding between Travis Air Force Base and Solano Community College.
- Ensure that eligible and potential students are informed about benefits, new and existing governing laws, and veterans' services available to them through proactive communication to students.
- Serve as technical resource in veteran and military-affiliated related matters to administration, faculty, and staff (e.g. Counseling Division, Admissions & Records/Enrollment, Accessibility Services Center, Financial Aid Office, Academic Affairs, etc.) to remove barriers to veteran and military-affiliated student success.
- Collect, evaluate, and analyze data related to veteran and military-affiliated student enrollment, credit assessment, graduation, and retention, and prepare administrative reports regularly including management information system (MIS) data.
- Plan and coordinate research projects related to veteran services and education and prepare a variety of research related reports.
- Facilitate an inclusive and supportive work environment that encourages knowledge of respect for and development of skills to engage with those of diverse academic, socioeconomic, cultural, disability, gender, gender identity, sexual orientation, and ethnic backgrounds.
- Develop and recommend the annual budget for the Veterans Resource Center, pursue external funding opportunities to enhance services to student veterans and military-affiliated students.
- Perform other duties and responsibilities as assigned.

Minimum Qualifications:

- A Bachelor's degree from an accredited college/university or the equivalent and at least three (3) years of experience in coordinating campus veteran services or experience in providing equivalent veteran services with federal, state, or local agencies,

OR

- An Associates Degree from an accredited college/university or the equivalent and at least five (5) years of directly related experience as stated.

AND

- Experience working effectively with diverse populations including evidence and understanding of equity, responsiveness, and sensitivity to the diverse academic, socioeconomic, cultural, ability/disability, gender identity, sexual orientation, and ethnic backgrounds of community college students.

KNOWLEDGE, SKILLS, AND ABILITIES:

Knowledge of:

- Federal, State, and local veteran laws, programs and services.
- Principles of budget preparation and administration.
- Principles and procedures of record keeping and report writing.
- Principles and practices of program development and administration specific to the needs of veterans.
- Principles and practices of administration, supervision, training, and performance evaluation.
- The California Community College mission.
- Policy and practices that lead to increased understanding of, sensitivity to, and respect for diverse racial, ethnic and other cultural groups, women and those with disabilities.
- Must have a demonstrated attitude and record of service and concern for the well-being and safety of others.

Ability to:

- Interpret appropriate laws and regulations; administer policies and activities; formulate procedures; prepare and administer a budget; work cooperatively within a team environment; work effectively with local, state, and federal public

service agencies; and work effectively and harmoniously with colleagues, students, and others.

- Research, develop, implement, and continually improve upon an effective and comprehensive veterans program.
- Analyze situations accurately and adopt an effective course of action.
- Demonstrate a sensitivity to, and understanding of the diverse academic, socioeconomic, cultural, and ethnic backgrounds of community college students and personnel, including those with physical or learning disabilities.
- Communicate effectively, both verbally and in writing, with diverse faculty and staff, students and community members.
- Establish and maintain effective working relationships with students, faculty, and staff from diverse backgrounds to promote access and equity.

PHYSICAL DEMANDS: The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Incorporated within one (1) or more of the previously mentioned essential functions of this job description are essential physical requirements. The ratings in the chart below indicate the percentage of time spent on each of the essential physical requirements.

Ratings	Essential Physical Requirements
Often – 51-75%	Ability to work at a desk, conference table or in meetings of various configurations.
Occasional – 25-50%	Ability to stand for extended periods of time.
Frequent – 76%+	Ability to sit for extended periods of time.
Frequent – 76%+	Ability to see for purposes of reading printed matter.
Frequent – 76%+	Ability to hear and understand speech at normal levels.
Frequent – 76%+	Ability to communicate so others will be able to clearly understand a normal conversation.
Occasional – 25-50%	Ability to lift 10 pounds.
Occasional – 25-50%	Ability to carry 10 pounds.
Frequent – 76%+	Ability to operate office equipment.

Work Environment:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The work assigned to this classification is typically performed in a standard office setting. Some travel to/from the centers and main campus may be required. While performing the duties of this classification, the employee regularly works at a computer for long periods of time and is regularly exposed to interruptions and the hazards of working with video display terminals. Hours may include evenings and weekends.

Board Approved:

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: EEO ANNUAL CERTIFICATION

REQUESTED ACTION:

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

SUMMARY:

The following EEO Annual Certification is being presented to the Governing Board for approval. This item was brought to the Board for information at the September 4, 2024, meeting. The attached describes the various activities that the district implemented in 2023-2024 to promote Equal Employment Opportunity for Solano Community College District.

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: 87107	Board Policy: 4035	Estimated Fiscal Impact: up to \$136,986 received from CCCCO
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SUPERINTENDENT'S RECOMMENDATION: ☒ APPROVAL ☐ DISAPPROVAL
☐ NOT REQUIRED ☐ TABLE

Salvatore Abbate
Human Resources

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7281

TELEPHONE NUMBER

Kellie Sims-Butler, Ph.D.
Superintendent-President

VICE PRESIDENT APPROVAL

September 6, 2024

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

September 18, 2024

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**



CCCCO Equal Employment Opportunity (EEO) Annual Certification Form

Name of District:	Solano Community College
Submission Date:	Click or tap to enter a date.

In July of 2021, the Board of Governors of the California Community Colleges adopted new Equal Employment Opportunity (EEO) regulations to provide the necessary framework for more robust and accountable EEO programs. As a part of the framework, districts are tasked with engaging in annual reporting of EEO-related activities in order to receive EEO funds appropriated by the Legislature.¹

California Code of Regulations, title 5, Section 53024.2 sets forth the categories of information that must be reported as part of this annual certification:

(a) Districts shall certify annually to the Chancellor that they have timely complied with all of the following:

- (1) recorded, reviewed, and reported the data required regarding qualified applicant pools and longitudinal data;
- (2) reviewed and updated, as needed, the Strategies Component of the district's EEO Plan;
- (3) investigated and appropriately responded to formal harassment or discrimination complaints filed pursuant to subchapter 5 (commencing with section 59300) of chapter 10 of this division;
- (4) expended Equal Employment Opportunity funds in accordance with the purposes set forth in subdivision (c) of section 53030.

This form combines the reporting of all items listed in Section 53024.2 into a single document, expressly subsuming and replacing the EEO Fund District Expenditure Report and the Multiple Method Allocation Certification Forms used in past years.

Instructions:

1. Complete Sections B through E.
2. Compile and format data in an Excel workbook related to Section B.
3. After Sections B through E are finished, ensure the checklist in Section A is complete and fill out the signature page in Section F.
4. Submit this Annual Certification Form and Section B data (as an Excel workbook file) in one email to eeosubmissions@CCCCO.edu by **September 30, 2024**.

¹Section 87102 of the Education Code provides in relevant part:

(a) As a condition for the receipt of funds pursuant to Section 87107, the governing board of the community college district that opts to participate under the article shall periodically submit to the board of governors an affirmation of compliance with this article, and, to promote faculty diversity, commencing with the 2023–24 academic year, shall implement strategies from the Multiple Methods identified by the office of the Chancellor of the California Community Colleges. Each participating community college district's equal employment opportunity program shall ensure participation in, and commitment to, the program by community college district personnel. Each participating community college district's equal employment opportunity plan shall include steps that the community college district will take to eliminate improper discrimination or preferences in its hiring and employment practices. Each plan shall address how the community college district will make progress in achieving the ratio of full-time to part-time faculty hiring, as indicated in Section 87482.6, while still ensuring equal employment opportunity.

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Section A: Certification Components Checklist

Pursuant to California Code of Regulations, title 5, section 53024.2(a), districts are required to certify annually to the Chancellor's Office that they have complied with the items listed below.

Before submitting this form to the Chancellor's Office, please ensure that this section (Section A) and the signature page (Section F) are complete.

Collection and Analysis of Recruitment, Retention, and Longitudinal Data

- (1) The district has **recorded and reviewed** the required data regarding qualified applicant pools and employees. (Sections 53004 & 53006)
 - ☒ Yes
 - No
- (2) The district has **reported** the required data regarding qualified applicant pools and employees. (Sections 53004 & 53006)
 - ☒ Yes
 - No

EEO Strategies Updates

- (3) The district has reviewed and updated, as needed, the Strategies Component of the district's EEO Plan. (Sections 53003(c)(1), 53024.1)
 - ☒ Yes
 - No

Response to Harassment and Discrimination Complaints

- (4) The district has investigated and appropriately responded to formal harassment or discrimination complaints filed pursuant to subchapter 5 (commencing with Section 59300) of chapter 10 of division 6 of title 5. (Sections 53003(c)(4), 53026)
 - ☒ Yes
 - No

Use of EEO Funds

- (5) The district has expended EEO funds in accordance with the purposes set forth in subdivision (c) of Section 53030.
 - ☒ Yes
 - No

Section B: Collection and Analysis of Recruitment, Retention, and Longitudinal Data

Section B, Part 1: Summarizing Actions, Strategies, Measurements, and Outcomes

Referring to your district's EEO Plan Components 10-12, report upon your district's strategies for recording and reviewing data related to the recruitment and retention of monitored groups.

For reference:

- Component 10: A Process for Gathering Information and Periodic Longitudinal Analysis of the District's Employees and Applicants
- Component 11: A Process for Utilizing Data to Determine Whether Monitored Groups Are Underrepresented Within District Job Categories
- Component 12: Methods for Addressing Underrepresentation

EEO Plans: Summary of Anticipated Actions		
Referring to your district's EEO Plan, briefly summarize your district's plan to do the following:	collect applicant and employee data	Following faculty and manager recruitments Human Resources and the Superintendent-President meet to review the applicant pools, the diversity of the applicants screened in for interviews, and the recommended candidates. This information is reviewed yearly.
	review applicant and employee data for adverse impact	The districts reviews applicant data for all recruitments and hiring before the recruitments move forward to the interview process. If the applicant pool does meet the diversity goals set out in Title V. The recruitment will be extended with continued targeted recruitment.
	review applicant and employee data for underrepresentation	To address any identified underrepresentation of monitored groups pursuant to Plan Component 11, the District will revise its recruitment and hiring procedures and policies in accordance with Plan component 12 of the approved EEO plan. These provisions will be in place henceforth, whether underrepresentation exists, because the provisions are also valuable in ensuring equal employment opportunity.

Actions Taken (including actions in progress prior to EEO Plan submission)		
<p>Since submitting your EEO Plan, summarize actual actions taken and the methods used to review your district's applicant and employee data for:</p> <p>Summarize actual actions taken and the methods used to address any findings of:</p>	adverse impact	The District reviews each applicant pool at the time that position close in order to make that the recruitments do not move forward without addressing any adverse impacts on candidates.
	underrepresentation	The District again reviews each applicant pool at the time that position close in order to make that the recruitments do not move forward without addressing any underrepresentation.
	adverse impact	The District reviews applicant data after every recruitment closes for adverse impact on any candidate pools. In the case of candidates that may not have met the minimum qualification for faculty positions the district has included a link to the equivalency process and form, allowing candidates to request equivalency. The District is working with Academic Senate to update the equivalency process.
	underrepresentation	Once the pool has been analyzed after the position closes, if it is found that a group is underrepresented, that recruitment is reopened and targeted outreach will continue. For example, the District will send recruitment links to HBCU's for management and faculty positions.

Methods Used to Measure Outcomes		
Describe the methods your district has used/is using to measure the outcomes of efforts to address the following:	adverse impact	The District reviews all recruitments before the positions are opened to applicants. In that review things like job description minimum qualification requiring beyond statewide minimum qualifications, or local qualifications beyond the statewide minimum qualifications. We have an increase in the diversity of our applicant pools since we have put this process in effect.
	underrepresentation	The District reviews all applicant pools to make sure there are no underrepresented groups. If it is found that there is an underrepresented group the recruitment will not forward to the screening process or interview process, and the recruitment timeline will be extended with focused recruitment efforts to the candidates from the underrepresented group.

Observed Outcomes		
As a result of the actions taken by your district to address adverse impact , what specific outcomes have you observed?	As a result of these efforts the district has seen an increase in diverse candidate pools. The most noticeable increases have been in the Full-Time faculty pools, and management pools. The classified recruitments have conditioned to yield diverse pools, as these strategies have been implemented.	
As a result of the actions taken by your district to address underrepresentation , what specific outcomes have you observed?	As a result of these efforts the district has seen an increase in diverse candidate pools. The most noticeable increases have been in the Full-Time faculty pools, and management pools. The classified recruitments have conditioned to yield diverse pools, as these strategies have been implemented.	

Innovative Strategies Reporting	
Please highlight the use and impact (if applicable) of any innovative strategies, resources, or tools your district has employed.	The District has put a focus on retention of our employees, and the creation of a more inclusive work environment, through the embracing of the Interest Based Approach. The Interest Based Approach has created an environment of calibration and allowed for addressing concerns in a constructive and positive manner.

Section B, Part 2: Longitudinal Data Reporting

Instructions:

- Compile demographic data for a) applicants and b) employees. Demographic data includes but is not limited to the following. *Note: Data must be broken down to subcategories as required by the CCCCCO's Management Information Systems (MIS) reporting obligations,*
 - Employee/job classification
 - Gender
 - Race/Ethnicity
 - Disability status
- To make reporting as uniform as possible, format data into tables displaying numbers and percentages. Applicant and employee data should be presented separately. The following is an example format for a table of applicant data displaying job classification by gender:

Example Table. 20XX-20XX Applicant Job Category by Gender.

	Female		Male		Non-binary		Unknown/ Blank		Total	
	#	%	#	%	#	%	#	%	#	%
Executive, Admin., Managerial										
Academic, Tenured/ Tenure-Track										
Academic, Temporary										
Professional (Non-Faculty)										
Clerical/ Secretarial										
Technical/ Paraprofessional										
Skilled Crafts										
Service/ Maintenance										

- Place tables into an Excel workbook with each tab containing a different, and clearly labeled table. Tab name examples:
 - AppJobGender (i.e., applicant pool, job category, gender)
 - EmpJobRace (i.e., employees, job classification, race/ethnicity)
- Name your workbook using the following format:
 - year_district_EEOAnnualCert (ex.: 2024_LRCCD_EEOAnnualCert)
- Submit your Excel workbook using the same email in which you submit this Certification Form (eeosubmissions@CCCCO.edu). The EEO Certification Form submission process is not complete without the submission of your district's Excel workbook.

Section C: EEO Strategies Updates (EEO Plan Component 13 and other EEO Plan Components)

In this section, provide updates on district pre-hiring, hiring, and post-hiring strategies expressed in the EEO Plan.

Section C, Part 1: EEO Plan Component 13

Instructions:

- Use your district's EEO Plan Component 13 submission to guide completion of this form. If your district did not use the [Component 13 template](#) in its EEO Plan, you will need to transfer your EEO Plan Component 13 submission into the template before completing this section.
- Remove any rows (i.e., implementation strategies) that do not apply to your district's Component 13 submission.
- Add lines for additional/alternative strategies, as necessary.
- Because strategies and metrics were reported by year in the Component 13 matrix (i.e., Year 1, Year 2, Year 3), please include only the strategies and metrics that are relevant to the point in time at which you complete this annual form.

Example:			
Implementation	What/When	Effectiveness Metrics and Review	Observed Outcomes: What successes have you observed? What challenges have you encountered?
PRE-HIRING			
Addressing diversity issues in a transparent and collaborative fashion. (53024.1(o))	Year 1: Implement new applicant tracking software in which applicant pool data can be disaggregated by EEO categories, and prospective division/department.	Year 1: Review applicant pool data for all full-time faculty and part-time faculty for 2023-2024 academic year.	90% of applicants were tracked using the new software, 10% of applicants completed their applications prior to the full transition to the new software. Analysis of Adverse Impact and Underrepresentation is underway utilizing data collected. Preliminary findings indicate Black (2%) and Latinx (9%) applicants continue to be underrepresented in faculty application submissions. Year 2: District intends to complete and analyze Year 1 data and develop strategies to address identified Adverse Impact and Underrepresented groups.

Implementation	What/When	Effectiveness Metrics and Review	Observed Outcomes: What successes have you observed? What challenges have you encountered?
PRE-HIRING			
Provide training to employees, students & trustees. (53024.1(d))	Summer 2024: Implementation of more robust EEO training.	Spring 2025: Review of outcomes from interview committees	This new training program includes modules on implicit bias, legal framework, role of the screening committee, interview experience, and the student perspective when hiring. The new training focuses on meaningful strategies for interview committees to address implicit bias and the deficit mindset. Effective Spring 2025 all interviews will 100% comprised of employees that have completed the updated training.
Review and update District EEO/DEI policy statement. (53024.1(k))	Summer 2025: New more powerful EEO/DEI policy statement.	Summer of 2025: Prominently posting of DEI statement on the website and in district buildings.	Posting on powerful anti-racism statement related to any District functions and activities, included but not limited to teaching, hiring and interactions with the community.
Inclusion of (lawful) EEO deliverables in CEO and other administrator performance goals.	Spring 2025: Updated Board policy to reflect EEO and DEIA performance in all administrators' evaluations.	Summer of 2025: All administrators' review will include measurable lawful EEO deliverables.	Summer of 2025: 100% of administrators' reviews moving forward will include measurable lawful EEO metrics.

Implementation	What/When	Effectiveness Metrics and Review	Observed Outcomes: What successes have you observed? What challenges have you encountered?
HIRING			
Consistent and ongoing training for hiring committees. (53024.1(c)) *Cross reference Plan Component 8.	Summer 2024: Implementation of more robust EEO.	Spring 2025: Review of outcomes from interview committees	This new training program includes modules on implicit bias, legal framework, role of the screening committee, interview experience, and the student perspective when hiring. The new training focuses on meaningful strategies for interview committees to address implicit bias and the deficit mindset. Effective Spring 2025 all interviews will 100% comprised of employees that have completed the updated training.
Board of trustees receives training on elimination of bias in hiring and employment at least once every election cycle. (53024.1(g))	Spring 2024: The Board of Trustee received EEO training	Spring 2024: All Boards member received training related EEO practices and implicit Bias	The Board received training related to the District policies for EEO and implicit Bias.

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Implementation	What/When	Effectiveness Metrics and Review	Observed Outcomes: What successes have you observed? What challenges have you encountered?
POST-HIRING			
Professional development, mentoring, support and leadership opportunities for new employees. (53024.1(e))	Academic Year 23-24: Focus on Interest Based Approach (IBA) Training	Academic 24-25: Expand training offerings and evaluations of the training	Ongoing: Have 50% of the employee base complete the IBA training and implement the concepts into everyday business practices. This will be an ongoing focus of the district with the goal of 100% of the employees completing the training.
Timely and thoroughly investigate all harassment & discrimination complaints & take appropriate corrective action in all instances where a violation is found. (53024.1(h))	Academic Year 24-25: Review and update of board policies and procedures related to discrimination and harassment complaints.	Academic Year 24-25: Endure all complaint procedures are current and timely	Summer 25: Completion of updates board policies and procedures related to discrimination and harassment complaints, to ensure all complaints are investigated in a timely and thorough process.

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Section D: Response to Harassment and Discrimination Complaints

In addition to the requirement that community college districts investigate and appropriately respond to formal harassment or discrimination complaints filed pursuant to section 59300 et seq. of title 5 of the California Code of Regulations, section 59340(b) requires districts to provide an annual report detailing the number and disposition of complaints alleging unlawful discrimination.

District Officer or Designee	
Name, title, and email of District Officer or Designee responsible for receiving complaints:	Salvatore Abbate, Human Resources Director, salvatore.abbate@solano.edu
Notes (please indicate changes to District Officer or Designee appointment over the previous fiscal year here):	

Complaints Received		
Employment	Number of discrimination complaints received in the previous academic year:	0
	Number of informal charges received in the previous academic year:	0
Non-Employment	Number of discrimination complaints received in the previous academic year:	5
	Number of informal charges received in the previous academic year:	0
	Total number of discrimination complaints and informal charges received:	5

Complaints Resolved		
Employment	Number of discrimination complaints resolved in the previous academic year:	0
	Number of informal charges resolved in the previous academic year:	0
Non-Employment	Number of discrimination complaints resolved in the previous academic year:	3
	Number of informal charges resolved in the previous academic year:	1
	Total number of discrimination complaints and informal charges resolved:	4

Types of Complaints and Resolution (Employment)					
Considering the total number of discrimination complaints and informal charges received in the previous academic year (as reported in the Complaints Received table), please provide the following information:					
How many complaints are based on the following protected categories:		How many of the complaints are:			
	[Total]	Sustained in Whole	Sustained in Part	Not Sustained	Currently Unresolved
Race/Ethnicity	0	0	0	0	0
Gender	0	0	0	0	0
Sexual harassment	0	0	0	0	0
Disability/Medical Condition	0	0	0	0	0
Other	0	0	0	0	0
In the box below, list specific “Other” protected categories and report total number for each and describe status: (ex.: Religion (4 total; 1 Sustained in Whole; 2 Not Sustained; 1 Currently Unresolved))					

Types of Complaints and Resolution (Non-Employment)					
Considering the total number of discrimination complaints and informal charges received in the previous academic year (as reported in the Complaints Received table), please provide the following information:					
How many complaints are based on the following protected categories:		How many of the complaints are:			
	[Total]	Sustained in Whole	Sustained in Part	Not Sustained	Currently Unresolved
Race/Ethnicity	1	0	0	0	1
Gender	0	0	0	0	0
Sexual harassment	3	0	0	0	0
Disability/Medical Condition	1	0	0	0	0
Other					

In the box below, list specific “Other” protected categories and report total number for each and describe status: (ex.: Religion (4 total))

--

Unresolved Complaints from Previous Academic Years	
--	--

<p>If applicable, how many complaints from previous academic years (i.e., complaints that arose before the 2023-24 academic year) remain unresolved?</p>	<p>Employment: 0</p> <p>Non-Employment: 0</p>
--	---

<p>For each unresolved complaint, please briefly explain the factors that keep the complaint from being resolved:</p>

--

Section E: Use of EEO Funds²

Report	EEO/Diversity Allocation Fund (Ed. Code § 87108)
(a) Total Unexpended Allocation from Previous Year (Carry Over)	\$ 96,230.63
(b) 2022-2023 Allocation	\$ 138,888.00
(c) 2022-2023 Expenditures (Same total listed below in column 1)	\$ 112,737.35
Unexpended Allocations (a + b - c) ** Below, please describe anticipated use of funds and projected date.	\$ 122,381.28

Controlling Account	EEO/Diversity Allocation Fund (Ed. Code § 87108)	Other Funds	Total
1000 Academic Salaries			
2000 Classified Salaries			
3000 Employee Benefits			
4000 Supplies & Materials	976.57		976.57
5000 Other Oper. Exp. & Svcs.	111,760.78		111,760.78
6000 Capital Outlay			
7000 Other Outgo			
Totals	112,737.35		112,737.35

Unexpended Allocations (if applicable)	
Explain why funds are unexpended.	The districts has plans to continue to offer additional IBA training sessions as well as additional training related to anti-racism and DIEA principals.
Describe any actions or strategies that will be taken to utilize the funds and outline anticipated dates.	A majority of the unexpended funds were spent in 2023-2024 (\$116,868.39) for Anti-racism trainings, employee listening sessions and IBA trainings.

² "EEO Funds" does not include EEO One-Time Funding or funding from Innovative Best Practices Grants.

(1) Performance Indicators	(2A) EEO Diversity Fund Expenditures (Ed. Code § 87108)	(2B) Other Fund Expenditures (identify amount and source)	(3) Description of Activities³
1. Activities designed to encourage students to become qualified for, and seek, employment as community college faculty or administrators.	\$	\$	
2. Outreach and recruitment.	\$	\$	
3. Professional development on equal employment opportunity.	\$	\$	
4. Professional development on DEIA.	\$ 32,000		The District commissioned an outside consultant group to develop a more comprehensive EEO training.
5. Accommodations for applicants and employees with disabilities pursuant to title 5, section 53025.	\$	\$	
6. Other reasonable and justifiable activities to promote equal employment opportunities. Please list activities in Description of Activities column.	\$ 80,737.35	\$	The district continues to focus on Interest-Based Approach (IBA) Training, as well as leadership consulting related to EEO and DEIA principals.

³ Where appropriate, please explain how the funded activities support the District's efforts as specified in the Strategies Component of the District's EEO Plan.

Section F: Signatures – Affirmation of Accuracy and Completeness

I CERTIFY THAT THIS REPORT IS ACCURATE AND COMPLETE.

Chair, Equal Employment Opportunity Advisory Committee

Name:	Title:
Signature:	Date:

Chief Human Resources Officer

Name:	Title:
Signature:	Date:

Chief Executive Officer (Chancellor or President/Superintendent)

Name:	Title:
Signature:	Date:

President/Chair, District Board of Trustees

Date of governing board's approval/certification:	
Name:	Title:
Signature:	Date:

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: CONTRACT AMENDMENT #1 TO HBI INSPECTIONS
FOR TIME EXTENSION ON PROJECT INSPECTION
SERVICES FOR THE FAIRFIELD CAMPUS B1400
MODERNIZATION PHASE I - ROOF PROJECT

REQUESTED ACTION:

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

SUMMARY:

On April 17, 2024 the Board approved a professional services contract to HBI Inspections for Division of the State Architect (DSA) Project Inspector Services for the District's Fairfield Campus B1400 Modernization Phase I – Roof Project. Board approval is now requested for Amendment #1 to extend the duration of the Agreement with HBI Inspections for additional inspection services needed for this project.

CONTINUED ON THE NEXT PAGE

STUDENT SUCCESS IMPACT:

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

Ed. Code: NA

Board Policy: NA

Estimated Fiscal Impact: \$0 Measure Q Funds

SUPERINTENDENT'S RECOMMENDATION:

☒ APPROVAL ☐ DISAPPROVAL
☐ NOT REQUIRED ☐ TABLE

Lucky Lofton
VP, Facilities & Executive Bonds Manager

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 863-7855

TELEPHONE NUMBER

Lucky Lofton
VP, Facilities & Executive Bonds Manager

VICE PRESIDENT APPROVAL

September 9, 2024

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

Kellie Sims Butler, Ph.D.
Superintendent-President

September 18, 2024

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AMENDMENT #1 TO HBI INSPECTIONS
FOR TIME EXTENSION ON PROJECT INSPECTION
SERVICES FOR THE FAIRFIELD CAMPUS B1400
MODERNIZATION PHASE I - ROOF PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

Due to re-bidding of the General Contract work for this Project, the B1400 Modernization Phase I – Roof Project inspection services contract time needs to be extended to align with the construction schedule, which is a result of the re-bid process.

Agreement Summary:

\$ 24,840.00	Original Contract Amount
\$ <u>0.00</u>	Proposed Amendment #1
\$ 24,840.00	New Contract Amount

The Board is asked to approve this no cost contract Amendment #1 to HBI Inspections for time extension through October 31, 2024.

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

AMENDMENT #1 TO AGREEMENT

PARTIES

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

RECITALS

WHEREAS, District and Consultant entered into a Consulting Services Agreement ("Agreement"), dated April 17, 2024 for Division of the State Architect (DSA) Project Inspection Services related to the District's **B1400 Modernization Phase I - Roof Project** ("Project"); and

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

AGREEMENT

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

2. Term. Consultant shall commence providing services under this Agreement on April 17, 2024 and will diligently perform as required and complete performance by October 31, 2024 unless this Agreement is terminated and/or otherwise cancelled prior to that time.
2. Except as set forth in this Amendment, all provisions of the Agreement and any previous extension(s) and/or amendment(s) thereto shall remain unchanged, in full force and effect, and are reaffirmed. This Amendment shall control over any inconsistencies between it and the Agreement and/or any previous extension(s) and/or amendment(s).
3. Consultant acknowledges and agrees that this Amendment shall not be binding on the Parties until and unless the Solano Community College District's Governing Board approves this Amendment.

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

Dated: _____, 2024

Dated: _____, 2024

**SOLANO COMMUNITY COLLEGE
DISTRICT**

HBI Inspections

By: _____

By: _____

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

Print Name: _____
Print Title: _____

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AWARD TO HMR ARCHITECTS FOR THE
BUILDING 200 SHADE STRUCTURE REPLACEMENT
PROJECT**

REQUESTED ACTION:

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

SUMMARY:

Board approval is requested for award of a professional services contract to HMR Architects for architectural and engineering services for the Building 200 Shade Structure Replacement Project on the Fairfield Campus. This project is to address safety concerns regarding existing shade structures and a sandbox located in the childcare play yard at Building 200.

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: Modernization of existing instructional space.

*Ed. Code: NA Board Policy: NA Estimated Fiscal Impact: \$34,000 California State Preschool
Program Funds/General Child
Care and Development Program
Funds*

SUPERINTENDENT'S RECOMMENDATION:

☒ APPROVAL ☐ DISAPPROVAL
☐ NOT REQUIRED ☐ TABLE

Lucky Lofton
VP, Facilities & Executive Bond Manager

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 863-7855

TELEPHONE NUMBER

Susan Wheet
Vice President, Finance & Administration

VICE PRESIDENT APPROVAL

September 9, 2024

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

Kellie Sims Butler, Ph.D.
Superintendent-President

September 18, 2024

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AWARD TO HMR ARCHITECTS FOR THE
BUILDING 200 SHADE STRUCTURE REPLACEMENT
PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

Based on the goals of the program, and the current dilapidated state of the existing wood shade structures and sandbox, it was determined that replacement was necessary to improve safety. Improvements will include replacement of four (4) existing wood shade structures and one (1) sandbox play structure.

The Consultant's scope of work includes full architectural and engineering services for the completion of the Design Documents, Construction Administration, DSA (Division of the State Architect) Certification, and Project Closeout.

A proposal was requested from HMR Architects based upon their understanding of the District's Design and Construction Standards, and familiarity with the Fairfield Campus. HMR Architects is part of the District's approved Architectural Pool, which was Board-approved at the April 17, 2019 Board Meeting.

HMR Architects is recommended for award of this contract for the Building 200 Shade Structure Replacement Project.

The Board is asked to approve a professional services contract to HMR Architects in the amount not to exceed \$34,000.

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

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: APPROVAL OF CONTRACT CHANGE ORDER #2 TO
CONTI, LLC FOR THE FAIRFIELD CAMPUS BUILDING
1400 AV ENHANCEMENT PROJECT

REQUESTED ACTION:

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

SUMMARY:

Board approval is requested for Change Order #2 to the contract with Conti, LLC, the general contractor for the Fairfield Campus B1400 AV Enhancement Project. On December 20, 2023 the Board approved a contract with Conti, LLC for the above-mentioned project.

CONTINUED ON THE NEXT PAGE

STUDENT SUCCESS IMPACT:

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

Ed. Code: N/A Board Policy: N/A Estimated Fiscal Impact: (\$389.00) Measure Q Funds

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

Lucky Lofton
VP, Facilities & Executive Bonds Manager

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 863-7855

TELEPHONE NUMBER

Lucky Lofton
VP, Facilities & Executive Bonds Manager

VICE PRESIDENT APPROVAL

September 9, 2024

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

Kellie Sims Butler, Ph.D.
Superintendent-President

September 18, 2024

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: APPROVAL OF CONTRACT CHANGE ORDER #2 TO
CONTI, LLC FOR THE FAIRFIELD CAMPUS BUILDING
1400 AV ENHANCEMENT PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

This project is now complete. There are unused allowance funds now being credited back to the District.

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

Original Contract Sum	\$ 192,863.00
Prior Change Orders	\$ 0.00
Proposed Change Order #2	\$ (389.00)
Proposed New Contract Amount	\$ 192,474.00

The Board is asked to approve this deductive Change Order #2 to Conti, LLC and time extension through November 30, 2024 for financial closeout.

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



Change Order

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

Kitchell CEM
4000 Suisun Valley Road, Building 1102
Fairfield, CA 94534

Change Order No. 2
Project No.: 24-005
Date: September 18, 2024

DSA File No.: 48-C1
DSA App. No.: 02-122014

Project: Solano Community College District
FF Campus - B1400 AV Enhancement Project

To: Conti, LLC
920 Still Water Road, Suite 180
West Sacramento, CA 95605

The Contract is Changed as Follows:

PCO No.

- 001 Final deductive change order for credit of unused allowance funds back to the District. Time extension for financial closeout through November 30, 2024.

(\$389.00)

TOTAL COST OF CHANGE ORDER

ADD \$0.00
DEDUCT -\$389.00

FINAL CHANGE ORDER AMOUNT

-\$389.00

Original Contract Sum:	\$	192,863.00
Total Change By Previous Change Orders:	\$	-
Contract Sum Prior to This Change Order:	\$	192,863.00
Original Contract Sum will be Decreased by This Change Order:	\$	(389.00)
The New Contract Sum Including This Change Order Will Be:	\$	192,474.00
The Original Contract Completion Date:		23-Feb-24
Contract Time Will be Changed by This Change Order:		281 days
The Current Contract Completion Date is:		30-Nov-24



Change Order

PROJECT
MANAGER:

Kitchell CEM

4000 Suisun Valley Road, Building 1102
Fairfield, CA 94534

Architect

Brooktrout Design

2008 Opportunity Drive, Suite 160
Roseville, CA 95678

CONTRACTOR:

Conti, LLC

920 Still Water Road, Suite 180
West Sacramento, CA 95605

OWNER:

Lucky Lofton

V.P. Facilities & Executive Bonds Manager
Solano Community College District

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

TO: Members of the Governing Board

**SUBJECT: APPROVAL OF CONTRACT CHANGE ORDER #2 TO
CONTI, LLC FOR THE FAIRFIELD CAMPUS GYM AV
ENHANCEMENT PROJECT**

REQUESTED ACTION:

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

SUMMARY:

Board approval is requested for Change Order #2 to the contract with Conti, LLC, the general contractor for the Fairfield Campus Gym AV Enhancement Project. On November 15, 2023 the Board approved a contract with Conti, LLC for the above-mentioned project.

CONTINUED ON THE NEXT PAGE

STUDENT SUCCESS IMPACT:

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

Ed. Code: N/A Board Policy: N/A Estimated Fiscal Impact: (\$26,633.00) Measure Q Funds

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

Lucky Lofton
VP, Facilities & Executive Bonds Manager

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 863-7855

TELEPHONE NUMBER

Lucky Lofton
VP, Facilities & Executive Bonds Manager

VICE PRESIDENT APPROVAL

September 9, 2024

DATE SUBMITTED TO

SUPERINTENDENT-PRESIDENT

Kellie Sims Butler, Ph.D.
Superintendent-President

September 18, 2024

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: APPROVAL OF CONTRACT CHANGE ORDER #2 TO
CONTI, LLC FOR THE FAIRFIELD CAMPUS GYM AV
ENHANCEMENT PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

This project is now complete. There are unused allowance funds now being credited back to the District.

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

Original Contract Sum	\$ 292,966.00
Prior Change Orders	\$ 0.00
Proposed Change Order #2	\$ (26,633.00)
Proposed New Contract Amount	\$ 266,333.00

The Board is asked to approve this deductive Change Order #2 to Conti, LLC and time extension through November 30, 2024 for financial closeout.

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



Change Order

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

Kitchell CEM
4000 Suisun Valley Road, Building 1102
Fairfield, CA 94534

Change Order No. 2
Project No.: 24-000
Date: September 18, 2024

DSA File No.: 48-C1
DSA App. No.: 02-121273

Project: Solano Community College District
FF Campus - Gym AV Enhancement Project

To: Conti, LLC
920 Still Water Road, Suite 180
West Sacramento, CA 95605

The Contract is Changed as Follows:

PCO No.

001 Final deductive change order for credit of unused allowance funds back to the District. Time extension for financial closeout through November 30, 2024.

(\$26,633.00)

TOTAL COST OF CHANGE ORDER

FINAL CHANGE ORDER AMOUNT

ADD	\$0.00
DEDUCT	-\$26,633.00
	-\$26,633.00

Original Contract Sum:	\$	292,966.00
Total Change By Previous Change Orders:	\$	-
Contract Sum Prior to This Change Order:	\$	292,966.00
Original Contract Sum will be Decreased by This Change Order:	\$	(26,633.00)
The New Contract Sum Including This Change Order Will Be:	\$	266,333.00
The Original Contract Completion Date:		16-Feb-24
Contract Time Will be Changed by This Change Order:		288 days
The Current Contract Completion Date is:		30-Nov-24



Change Order

PROJECT
MANAGER:

Kitchell CEM
4000 Suisun Valley Road, Building 1102
Fairfield, CA 94534

Architect

Brooktrout Design
2008 Opportunity Drive, Suite 160
Roseville, CA 95678

CONTRACTOR:

Conti, LLC
920 Still Water Road, Suite 180
West Sacramento, CA 95605

OWNER:

Lucky Lofton
V.P. Facilities & Executive Bonds Manager
Solano Community College District

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

TO: Members of the Governing Board

**SUBJECT: AGREEMENT WITH HANOVER RESEARCH COUNCIL,
LLC FOR CUSTOM RESEARCH MEMBERSHIP**

REQUESTED ACTION:

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

SUMMARY:

Governing Board approval is requested for an agreement with Hanover Research for custom research reports; survey design, administration and analysis; secondary research; data analysis; in-depth interviews; and benchmarking. Hanover Research will perform one research service project at a time. Membership includes consultation and may include focus groups, and access to Hanover's education research library and advisory services. The term of the agreement is from October 1, 2024 – September 30, 2025.

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>Fiscal Impact: \$49,500.00</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

August 30, 2024

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

KELLIE SIMS BUTLER, Ph.D.
Superintendent-President

September 18, 2024
**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

Hanover Research

4401 Wilson Blvd, 4th Floor, Arlington VA 22203
Phone: (202) 559-0057 Fax: (202) 204-5802

Services Agreement

Order Form Information			
Date	8/28/2024	Valid Until	9/27/2024
Quotation #	Q-09067	Prepared By	Molly Booth

Bill-to Information		Contact Information	
Customer Name	Solano Community College	Contact Name and Email	David Williams david.williams@solano.edu
Billing Contact Name and Email	David Williams david.williams@solano.edu	Address	4000 Suisun Valley Road, Fairfield, CA 94534 United States of America 94534

Quantity	Description	Attributes	Start Date	End Date	Amount
1.00	Custom Research Membership		10/1/2024	9/30/2025	\$49,500.00
	If you have any questions concerning this quotation, please contact: Molly Booth mbooth@hanoverresearch.com				\$49,500.00

Invoicing Schedule	
Payment Due Date	Amount
10/30/2024	\$49,500.00

STANDARD TERMS & CONDITIONS:

1. This order form is made effective on this day and shall remain valid until **9/27/2024** after which, if not accepted by the Client by signature below, it shall become null and void.
2. All prices are in US dollars.
3. Prices do not include taxes. Client shall be responsible for any applicable taxes. Please forward tax-exempt certificate for new Clients, as appropriate.
4. Failure to pay promptly will result in project postponement or suspension of service.
5. Client understands and agrees that there may from time to time be incidental costs not included in the Service Fee set forth above ("Additional Services"). Such Additional Services may include purchased database access, panel costs, survey incentives, translation costs, infographic development costs, postage/printing for mass mailings, etc. With prior written approval, Client agrees to pay for all such Additional Services to either Hanover or directly to such third-party vendor if requested. If Additional Services are estimated to cost exceed \$10,000, Client shall either (1) contract directly with the third-party vendor(s) for such Additional Services, or (2) execute an additional order form stating the estimated fees and pre-pay to Hanover Research such estimated fees for the Additional Services prior to the project kick-off.

SPECIAL TERMS AND CONDITIONS:

Client has option to renew for up to (2) additional (1) year terms by providing thirty (30) days written notice. Notwithstanding the client services online terms, the parties agree that this Agreement shall be governed by the laws of the State of California.

Hanover will cover up to \$2,000 in incentive or panel fees.

SIGNATURE:

Does Customer require a Purchase Order (PO)?

If Yes, please provide PO#:

This Order Form between The Hanover Research Council LLC ("Hanover Research") and **Solano Community College** hereby incorporates by reference the following terms and conditions ("Client Services Terms – Higher Ed") that are available for review by Client online at: (<http://www.hanoverresearch.com/client-services-terms-conditions-HigherEd/>) (collectively with any applicable Order Forms, the "Agreement"). Client's signature below shall be deemed its acceptance and acknowledgement of the Agreement. Each person signing this Order Form represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Order Form and the Agreement.

Please check the box below if you elect to receive your Deliverables under this Agreement via our client portal, Hanover Digital. For more information, and to register for Hanover Digital, please visit: <https://hanoverresearch.secure.force.com/customerportal/>.

☒ Client will receive Deliverables through Hanover Digital.

Client Name	Solano Community College	Hanover Research	Hanover Research Council LLC
Client Signature		Hanover Research Signature	
Date Signed		Date Signed	

Client Services Terms – HIGHER EDUCATION

The Hanover Research Council LLC (“Hanover Research”) is pleased to provide its client (“Client”) who has executed a Client Services Order Form (“Order Form”) the Research Services (as defined below) in accordance with the following terms and conditions (“Client Services Terms”). The following Client Services Terms shall be incorporated by reference into the Order Form in their entirety and deemed accepted and agreed to by Client upon signature of the Order Form (together with these Client Services Terms, the “Agreement”).

1. Effective Dates

These Client Services Terms shall be effective from the Start Date to the End Date as set forth in the Order Form (the “Term”).

2. Term

During the Term set forth in the Order Form, Client will be able to access the Research Services provided by Hanover Research and as defined below (the “Research Services”) in accordance with the terms and conditions set forth herein. Client will have the authority to request Research Services on any topic throughout the Term within the confines of the number of sequential queue(s) specified in the Order Form, i.e., Hanover Research will work on one (1) Research Services project at a time in each queue. Either party may terminate the Agreement should the other party materially breach the terms and conditions of the Agreement, and such breach goes uncured for a period of thirty (30) or more days after the non-breaching party has notified the breaching party in writing. This Agreement shall renew automatically unless either party provides written notice to the other party at least sixty (60) days prior to the end of the then current Term, unless otherwise agreed in the Order Form. Except as may otherwise be set forth in the Order Form or these Client Services Terms, Client understands and agrees that the Agreement may not be terminated during the Term.

3. Research Services

Research Services are available to Client on a subscription basis. Hanover Research will perform up to one (1) Research Services project at a time within each sequential queue, as specified in the Order Form. Client shall, in its discretion, prioritize the research projects that form the basis of the Research Services as it deems appropriate. Although work is completed in a sequential fashion, Client may submit requests at any time. Individual Research Services projects will generally be commenced by the submission of a project request that will describe the project, the expected Deliverables (as defined below), any information or materials to be provided to Hanover Research by Client and any other information which may be relevant to the proposed project. The parties will negotiate in good faith to agree upon the proposed Deliverables, approach and timetable for the project, subject to assumptions regarding the availability of information and any third party participants and materials. If Hanover Research anticipates that it will not be able to provide the Research Services on the agreed upon schedule, Hanover Research shall keep Client regularly informed of the status of the Research Services and any substantial delay in delivery or any proposed revised schedule of delivery. Hanover Research will not be responsible for any delay in timelines due to (i) Client’s modification of a project’s goals, scope or proposed Deliverables, (ii) Client’s delay in providing relevant information, materials or responses or (iii) in the provision of any third party materials with respect to the Research Services.

Research Services under the queue shall mean the following research services: custom research reports; survey design, administration and analysis; secondary research; data analysis; in-depth interviews; and benchmarking (product/service comparison, key performance and efficiency metrics). Deliverables will be provided in PowerPoint, PDF, Word, Excel, or dashboard formats.

Client also has access to consultations with a Hanover Research account team member. Client agrees to designate a primary point of contact who will, to the best of his/her ability, conduct periodic calls with the assigned Hanover Research account team member to review performance against our shared objectives,

prioritize projects within the queue, and discuss current and future projects.

If agreed in the Order Form, Research Services may also include:

Research Library. The Research Services may include Client's access to Hanover Research's education research library (the "Research Library") on Hanover Research's client portal (the "Client Portal" or "Hanover Digital"). The Research Library uses Hanover Research's extensive research capabilities to provide an archive of redacted and/or anonymized reports to supplement the research commissioned by Client as well to assist in idea generation for new research. Client understands and agrees that any reports provided by Hanover Research to Client under the Agreement may be used by Hanover Research for distribution through the Research Library, so long as Hanover Research appropriately deidentifies and/or anonymizes any Confidential Information of Client. Client also hereby explicitly agrees that any materials in the Research Library may not be distributed, reproduced or published without Hanover Research's prior written consent.

Focus Groups. If Client has selected Focus Groups in the Order Form, Focus Groups explore the shared experiences, attitudes, or processes of a homogenous group. Unless otherwise stated in the Order Form or as may be mutually agreed in writing by the parties, all Focus Group projects will be administered on site for 1-2 days and will consist of up to 3 groups per day with up to 15 participants per group engaged for 60-90 minutes. Focus Groups shall address a single topic or issue across each group. Focus Groups shall include the travel, recruitment, transcription, coding, analysis, and final Deliverables. Client will be responsible for any incentives and these costs will be detailed in advance as Additional Services and must be agreed upon in writing. Additional fees may apply if there are additional days, groups, translations, or topics involved.

Advisory Services. If Client has elected to take Advisory Services in the Order Form, access to may include the following: virtual capacity-building support in the form of consultations, workshops, presentations, and planning sessions. Planning sessions will include outlining current information available and reviewing the goals of any workshop and presentation, the audience involved, and additional context that may influence the development and delivery of the session. The substance and timing of consultations or workshops will be agreed on by both parties in advance. Client may also receive 1 onsite visit or workshop based on the membership selected, as indicated on the Order Form, and further details will be agreed upon in writing by both parties at least 30 days in advance. Additional fees may apply for additional hours or visits.

4. Intellectual Property Rights

Hanover Research acknowledges and agrees that Client owns the deliverables provided to Client as part of the Research Services performed for Client under the Agreement (the "Deliverables"), except as may otherwise be set forth in this Section 4. Hanover Research Deliverables may consist of publications, surveys, data, reports, and other Hanover Research information and services that are custom commissioned by and for Client. In order for Hanover Research to provide to Client additional insight into Client's industry and to provide certain syndicated materials ("Syndicated Materials"), Hanover Research retains a non-exclusive, royalty-free, worldwide license to use, reproduce, and distribute the data or information contained within the Deliverables created or developed by Hanover Research in the service of the Agreement and Hanover Research shall own any derivative works therefrom, so long as Hanover Research does not repurpose or use any Confidential Information of Client without appropriate anonymization or deidentification. Client acknowledges and agrees that Hanover Research owns all intellectual property rights in the methodologies, processes or trade secrets used by Hanover Research to create the Deliverables and Research Services ("Hanover Research IP"). Hanover Research grants Client a non-exclusive, royalty-free, worldwide, irrevocable, non-transferable license to use, reproduce, and distribute the Hanover Research IP for its internal business purposes solely to the extent and in the form in which it is contained within the Deliverables. Client may not modify, reverse engineer or use the Hanover Research IP in any way to provide services that would be in competition with the Research

Services. Notwithstanding the foregoing, all materials, rights, data and intellectual property owned by third parties which are incorporated into the Deliverables shall remain the sole and exclusive property of such third parties, and Client agrees to use such third party materials consistent with the applicable third party license terms. In the case of publicly sourced data or information contained in the Deliverables, Client acknowledges that any ownership of such data and information shall be retained by the source of the data or information, and Client shall use such data or information in accordance with applicable law, including fair use under section 107 of the Copyright Act. Hanover Research or its third party provider may transfer or sublicense to Client usage rights. Certain types of sensitive personal data may be subject to additional usage restrictions as conveyed by Hanover Research or such third party provider to Client, and Client agrees to comply with any such restrictions of which it has been notified. Client may distribute the Deliverables on an ad-hoc basis, including but not limited to any form of online distribution, so long as it is in compliance with the Agreement and so long as such Deliverables are unmodified and attributed to Hanover Research. Client may not modify any of the disclaimer language included in any Deliverables, and Client agrees not to resell the Deliverables in any way.

If Client's partnership with Hanover Research includes Syndicated Materials provided by Hanover Research (including any Syndicated Materials from Hanover Digital), Client acknowledges that Hanover Research owns all right, title, and interest in any such Syndicated Materials, and agrees that it will not reproduce, publish or distribute the Syndicated Materials and that such Syndicated Materials are for its internal use only. Syndicated Materials may not be published or reproduced without Hanover Research's prior written consent.

5. Service Fees, Invoicing & Additional Services

The fee(s) payable by Client for the Term is set forth in the Order Form (the "Service Fee"). Client agrees to pay Hanover Research the Service Fee net 30 days from receipt of an accurate invoice, except as may otherwise be stated in the Order Form. The Service Fee will be invoiced upon execution of the Order Form or as may otherwise be set forth in accordance with the invoicing schedule set forth in the Order Form. Failure to pay promptly may result in project postponement. Client will be responsible for all costs and expenses incurred by Hanover Research in collecting any fees or other sums owed by Client, including any reasonable attorney's fees.

The Order Form and these Client Services Terms serve as Client's sole ordering documentation, except as may otherwise be set forth in the Order Form. If Client requires a Purchase Order ("PO") to this Agreement, Client shall enter the PO number into the Order Form. If an annual PO is required for multi-year contracts, Client will issue the new PO at least 30 days prior to the beginning of each subsequent contract year. Any pre-printed or additional contract terms included on the PO or any other document provided by Client shall be inapplicable and of no force or effect.

In furtherance of the Research Services, Client may purchase access to an onsite visit by Hanover Research ("Onsite") at the additional cost as set forth in the Order Form, included in the invoice and payable in addition to the Service Fee. An Onsite will consist of one to two (1-2) Hanover Research representatives spending up to one (1) business day at Client's site, and must be scheduled with Hanover Research at least thirty (30) days in advance.

Client understands and agrees that there may from time to time be incidental fees not included in the Service Fee set forth above for additional services ("Additional Services"). Such Additional Services may include panel fees, survey incentives, purchased database access, translation fees, infographic development fees, mass mailings expenses, etc. In the event such Additional Services are required to complete a project for Client, Hanover Research will discuss the details with Client and obtain written approval from Client prior to engaging in those Additional Services. Once such Additional Services have been engaged by Hanover Research, Client agrees to pay for all such Additional Services to either Hanover Research or directly to such third party vendor if requested. If Additional Services are estimated to exceed \$10,000, Client shall either (1) contract directly

with the third party vendor(s) for such Additional Services, or (2) execute an additional order form stating the estimated fees and pre-pay to Hanover Research such approved estimated fees for the Additional Services prior to the project kick-off. Email consent shall suffice and no additional Order Form shall be required for the engagement of Additional Services.

All Service Fees and other amounts payable by Client under the Agreement are exclusive of taxes and similar assessments. Client is responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental or regulatory authority on any amounts payable by Client hereunder, other than any taxes imposed on Hanover Research's income.

6. Warranties; Liabilities

Hanover Research hereby represents, warrants and covenants that the Research Services shall be performed in a competent and professional manner in accordance with industry standards by qualified personnel. Hanover Research agrees to indemnify and hold Client harmless against any and all claims that the Deliverables infringe the intellectual property right of a third party, provided that the relevant claim: (i) does not arise from any modification of the Deliverable, (ii) does not arise from the combination of the Deliverable with any other information, services, products or technology not supplied by Hanover Research, (iii) if the relevant claim is based on the content or materials contained in the Deliverables that are provided by a third party, then only to the extent that such third party has agreed to indemnify Hanover Research and its licensees. Client must provide prompt notice of such claim to Hanover Research. Client hereby represents, warrants and covenants that it has and will continue to maintain all necessary authority and consent under applicable laws (including privacy laws) to enable Hanover Research to conduct the Research Services on its behalf, including any collection, use, disclosure and storage in the United States of personal information in connection therewith, and shall ensure that any consent form used in connection with the Research Services complies with Client's obligations under such laws. Client hereby understands and agrees that personal information will be stored on servers maintained by Hanover Research or its authorized service providers in the United States, and Client shall ensure that it has all necessary authority and consent as required under applicable laws to transfer such personal information to Hanover Research. Client agrees to indemnify and hold Hanover Research harmless against any and all claims arising from or in any way attributable to Client's breach of its representations, warranties and covenants hereunder and all claims that any data or materials provided by Client were not collected or transferred in accordance with applicable anti-spam or privacy regulations, or infringe the intellectual property or privacy rights of a third party, provided that Hanover Research provides prompt notice of such claim to Client. EXCEPT AS OTHERWISE PROVIDED IN THE AGREEMENT, THE RESEARCH SERVICES AND DELIVERABLES ARE PROVIDED ON AN "AS IS" BASIS AND THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS, INCLUDING THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN PARTICULAR, HANOVER RESEARCH DOES NOT WARRANT THE ACCURACY OR COMPLETENESS OF THE DATA PROVIDED AS PART OF THE DELIVERABLES OR THE RESEARCH SERVICES. CLIENT'S SOLE AND EXCLUSIVE REMEDY FOR ANY MATERIAL BREACH OF PERFORMANCE UNDER THIS AGREEMENT SHALL BE, AT HANOVER RESEARCH'S OPTION EITHER: (1) RE-PERFORMANCE OF THE DEFECTIVE DELIVERABLES OR (2) A REFUND OF MONIES PAID FOR THE DEFECTIVE DELIVERABLES. IN NO EVENT SHALL EITHER PARTY, ITS AFFILIATES, SUBSIDIARIES, OR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, PARTNERS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES BE LIABLE TO THE OTHER PARTY, ANY OF ITS AFFILIATES, SUBSIDIARIES OR ANY OTHER THIRD PARTY FOR (I) ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES, EVEN IF THAT PARTY IS NOTIFIED IN ADVANCE OF SUCH POSSIBILITY, ARISING OUT OF OR PERTAINING TO THE SUBJECT MATTER OF THIS AGREEMENT WHETHER UNDER CONTRACT, STATUTE, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, OR (II) DAMAGES UNDER THIS AGREEMENT IN EXCESS OF THE CURRENT YEAR'S SERVICE FEES PAYABLE TO HANOVER RESEARCH HEREUNDER.

7. Confidentiality & Non-Disclosure

The parties acknowledge and agree that as part of the Agreement, certain Confidential Information of the parties will be exchanged. "Confidential Information" means, with respect to the disclosing party, any non-public, commercially proprietary or sensitive information or materials of that party, including any proprietary intellectual property of that party. Confidential Information shall not include information which (i) is already in the public domain at the time of disclosure or becomes so at any time thereafter through no act of the receiving party, (ii) is already lawfully in the receiving party's possession at the time of disclosure, (iii) is received independently by the receiving party from a third party free to make such disclosure, or (iv) is independently developed by the receiving party. Each party under the Agreement shall hold the Confidential Information of the other party in strict confidence using at least the same degree of care as the receiving party uses to protect its own Confidential Information. Client agrees that Hanover Research may collect aggregated statistical data regarding Client's use of the Research Services and provide such aggregated statistical data to third parties.

Upon written request by the disclosing party, the receiving party shall return or destroy, at the disclosing party's option, all tangible materials that disclose or embody the Confidential Information; provided, however, that the receiving party may retain one copy of the disclosing party's Confidential Information for archival purposes.

Notwithstanding the foregoing, the receiving party may disclose Confidential Information as required by law, including any governmental, judicial, or administrative order, subpoena, discovery request, regulatory request or similar method, provided that the receiving party makes reasonable efforts to promptly notify the disclosing party in writing of such demand so that the disclosing party may seek, at its sole expense, to make such disclosure subject to a protective order or other appropriate remedy to preserve its confidentiality.

8. Personal Information and Privacy

This section applies to the transfer and use of personal information. This section 8 does not apply to the collection, use, retention, sale, or disclosure of personal information that is deidentified, anonymized or aggregate personal information.

(A) Student Data Privacy. To the extent that Client provides personal information of students or student educational records ("Student Data") to Hanover Research, this Section 8(A) shall apply. Client acknowledges that any personal information supplied to Hanover Research is accurate to the fullest extent possible and that Hanover Research relies upon the accuracy of the information supplied by Client. Client warrants that the collection, processing, use, sharing, and storage of any information provided to Hanover Research or collected or provided by Hanover Research regarding children under 18 years old complies with all applicable international, federal, and state laws regarding minor and student privacy, including but not limited to any restrictions on the use of personal information for all purposes set forth in this Agreement.

Hanover Research operates in compliance with the Children's Online Privacy Protection Act ("COPPA"). Subject to the options selected by Client, students under the age of 13 may be asked to submit personal information. Any such information is used only for Client's school purposes, and Hanover Research relies upon Client to obtain verifiable parental consent when required by law.

FERPA. If Hanover Research has access to Personally Identifiable Information ("PII") as it is defined by the Family Educational Rights and Privacy Act of 1974 ("FERPA"), Client and Hanover agree to comply with all requirements imposed by FERPA or pursuant to regulations of the Department of Education. Hanover Research recognizes and agrees that such access to PII will be extended by Client in reliance on representations made in this assurance, and that Client shall have a right of revocation of such access (including return of all physical forms of such data and destruction of all such electronic data) immediately upon evidence of noncompliance by Hanover Research.

Any collection, disclosure, or use of information collected from students is for the exclusive purpose of developing, evaluating, or providing educational products or services for, or to, students or their educational institutions. In the event Client is subject to the provisions of FERPA, Client appoints Hanover Research as a "school official" with a "legitimate educational interest" as these terms are used in FERPA and are interpreted by the Family Policy Compliance Office. Through the services described in this Agreement, Hanover Research is performing an institutional service or function for which Client would otherwise use its employees. Hanover Research acknowledges that it shall be bound by all relevant provisions of FERPA and agrees that any PII obtained from Client will remain under the direct control of Client and will not be disclosed to third parties, except as expressly provided for in FERPA.

Hanover Research uses all data at the direction of Client, and since FERPA requires that Hanover Research remain under the direct control of Client with respect to our use and maintenance of PII, if a parent or student contacts Hanover Research directly to review any of the student PII held by the Hanover Research pursuant to the Agreement, Hanover Research will promptly notify Client and refer the parent or student to the Client to facilitate their request. Hanover Research relies upon Client's compliance with all Protection of Pupil Rights Amendment ("PPRA") notice and inspection requirements and agrees to immediately notify Hanover Research of any parental or student requests to opt out or review relevant materials.

(B) Other Personal Information. To the extent that Client provides other types of personal information to Hanover Research that is not Student Data and is provided to Hanover Research for the purposes of providing Research Services to Client under this Agreement, this Section 8(B) shall apply. Such personally identifiable information may be subject to certain U.S. data protection and privacy laws such as the California Consumer Privacy Act ("CCPA"), Virginia Consumer Data Protection Act, the Colorado Privacy Act, the Utah Consumer Privacy Act, and the Connecticut Data Privacy Act, as may be amended from time to time, and any accompanying regulations under the statutes (collectively, "Applicable Privacy Laws."). For the avoidance of doubt, any terms used in this section are as defined by the Applicable Privacy Laws. This section does not apply to the collection, use, retention, sale or disclosure of information that is deidentified, anonymized, or aggregated and not subject to Applicable Privacy Laws.

The parties agree that for the purposes of any services provided under this Agreement that involve the collection, processing, storage, or disclosure of personal information that is subject to Applicable Privacy Laws other than FERPA, Hanover Research is a "service provider", as defined by the CCPA and accompanying regulations, and that Hanover Research is a "processor" for the purposes of other state data protection and privacy laws such as the Virginia Consumer Data Protection Act, the Colorado Privacy Act, Utah Consumer Privacy Act, and Connecticut Data Privacy Act.

Hanover Research agrees that it is prohibited from retaining, using, or disclosing personal information that it receives from Client for any purpose other than for the purpose of performing the services specified in this Agreement, any order form, or any Statement of Work, or as otherwise permitted by Applicable Privacy Laws.

Hanover Research understands that it is prohibited from selling or sharing personally identifiable information that it receives from, or on behalf of, Client. Hanover Research further understands that it is prohibited from retaining, using, or disclosing the personally identifiable information outside of the direct business relationship between Hanover Research and Client. Hanover Research will delete or return all personally identifiable information to the Client as requested at the end of the provision of services, unless retention of the personally identifiable information is required by law.

Hanover Research further agrees that it is prohibited from combining the personally identifiable information that Hanover Research receives from, or on behalf of, Client with personally identifiable information that it

receives from, or on behalf of, another person or persons, or collects from its own interaction with the consumer, subject to any exceptions provided under the Applicable Privacy Laws. This prohibition does not restrict Hanover Research's ability to collect information from consumers to provide Research Services to Client, or for any other business purposes.

Hanover Research grants Client rights to take reasonable and appropriate steps to help ensure that Hanover Research uses the personally identifiable information transferred in a manner consistent with Client's obligations under the Applicable Privacy Laws, and to stop and remediate unauthorized use of personally identifiable information. Hanover Research will reasonably make available to the Client all information in its possession necessary to demonstrate Hanover Research's compliance with the obligations under Applicable Privacy Laws.

Hanover Research agrees that it will notify Client if it determines that it can no longer meet its obligations under the Applicable Privacy Laws. Hanover Research agrees that if it engages any other person or company to assist it in processing personally identifiable information for a business purpose on behalf of Client, it will notify Client of that engagement, and that engagement shall be subject to a written agreement that requires the person or company to comply with all requirements set forth in this section.

Hanover Research exercises care in providing secure storage of personal information. Hanover Research implements, maintains, and updates, as appropriate, its security policies, procedures and practices in order to protect such information from unauthorized access, use, modification, or disclosure. More information about Hanover Research's privacy policy and information security program can be found here: <https://www.hanoverresearch.com/privacy-policy/>.

9. Records and Audit

Hanover Research will maintain complete records of its operations and its arrangements with any subcontractors for Additional Services, and will provide copies of such relevant records to Client upon reasonable prior request for an audit during normal business hours, in accordance with applicable law. Such audits shall be conducted no more frequently than annually.

10. Affiliates

Client understands and agrees that the Research Services and Deliverables are unique to Client and may not be shared with any affiliate of Client or other related party without a separately executed Order Form incorporating the terms and conditions of this Agreement between Hanover Research and any such affiliate.

11. Independent Contractor

The parties hereto are independent contractors and neither party is nor shall be deemed to be an employee, principal, agent, partner or joint venturer of the other. Neither party shall have the right to bind the other to any agreement with a third party or to incur any obligation or liability on behalf of the other party.

12. Force Majeure

Neither party shall be liable for failure to perform any of its respective obligations hereunder if such failure is caused by events outside its reasonable control, including, without limitation, acts of God, war, acts of terrorism or natural disasters. The delayed party shall (a) notify the other party immediately and in detail of the commencement and nature of such event and the probable consequences thereof and (b) use commercially reasonable efforts to recommence performance as soon as reasonably possible.

13. Governing Law

Unless otherwise stated in the Order Form, the Agreement, including these Client Services Terms shall be governed by the laws of the District of Columbia, as to its validity, interpretation and enforcement, and exclusive jurisdiction for any disputes under this Agreement will lie in the courts of the District of Columbia.

14. Confirmation

Each person executing the Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver the Order Form, including these Client Services Terms.

Both parties understand and agree that the contractual obligations of payment and services being rendered shall apply to any entity that acquires all or substantially all of either Hanover Research or Client's assets as a successor to the business.

YOUR SIGNATURE OF THE ORDER FORM SIGNIFIES YOUR ACKNOWLEDGEMENT AND ACCEPTANCE OF THIS AGREEMENT AND YOUR AGREEMENT THAT YOU AND YOUR ORGANIZATION ARE LEGALLY BOUND BY THE TERMS AND CONDITIONS OF THESE CLIENT SERVICES TERMS AND ANY ORDER FORMS INCORPORATED BY REFERENCE.

Contact Us

Hanover Research

info@hanoverresearch.com

Effective Date: 8/28/2024

AGENDA ITEM 13.(i)
MEETING DATE September 18, 2024

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

TO: Members of the Governing Board

**SUBJECT: RESOLUTION NO. 24/25-07 PROCLAIMING SEPTEMBER 15 –
OCTOBER 15, 2024 AS HISPANIC HERITAGE MONTH**

REQUESTED ACTION:

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

SUMMARY:

Board approval of Resolution No. 24/25-07 to proclaim Sept. 15 – Oct. 15, 2024, as Hispanic Heritage 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

Kellie Sims Butler, Ph.D.
Superintendent-President

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

September 6, 2024
**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

September 18, 2024
**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

**PROCLAIMING HISPANIC HERITAGE MONTH
AT SOLANO COMMUNITY COLLEGE**

RESOLUTION NO. 24/25-07

WHEREAS the Solano Community College District Governing Board honors the heritage of Hispanic/Latino Americans and acknowledges their many contributions to our Nation.

WHEREAS the 2024 National Hispanic Heritage Month theme is “Pioneers of Change: Shaping the Future Together.”

WHEREAS observance of Hispanic Heritage Month was enacted on August 17, 1988, with passage of P.L. 100-402.

WHEREAS the contributions made by Hispanic/Latino Americans to our society are not very visible or widely celebrated.

WHEREAS the history of Hispanic and Latino Americans spans centuries, with vibrant cultural traditions, languages, and values that have enriched our shared national identity, exemplified through their achievements in business, education, science, the arts, government, military service, and beyond.

WHEREAS Hispanic/Latino Americans make up over 27.5 percent of Solano County’s adult population and 33 percent of Solano Community College District’s full-time student population.

RESOLVED that the Solano Community College District Governing Board proclaims September 15 – October 15, 2024, as Hispanic Heritage Month.

PASSED AND ADOPTED, this the eighteenth of September 2024, by the Governing Board of Solano Community College District.

Denis Honeychurch, J.D.
Board President

Kellie Sims Butler, Ph.D.
Board Secretary