

**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

Part-Time Adjunct Assignment

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Tara Garcia	Adjunct Instructor – Nursing (not to exceed 67%)	01/09/25-05/22/25
David Kuch	Adjunct Instructor – Biology (not to exceed 67%)	01/09/25-05/22/25
Carl Seaver	Adjunct Instructor – Biology (not to exceed 67%)	01/09/25-05/22/25

Change in Assignment

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Haylee Jackson-Barajas	From Enterprise Resource Analyst-DE/Canvas to Administrative Assistant IV-12 month - Science	10/01/2024

Temporary Change in Assignment

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Taylor Ercole	From Administrative Assistant IV to Interim Assistant Director of Facilities	08/01/24-06/30/25 (Revised)

Salvatore Abbate
Human Resources

10/04/2024

Date Submitted

Kellie Sims Butler, Ph.D.
Superintendent-President

10/16/2024

Date Approved

Short-Term/Temporary/Substitute

<u>Name</u>	<u>Assignment</u>	<u>Fund/Grant</u>	<u>Effective</u>	<u>Amount</u>
Kianna Blue	Temp Student Service Generalist	General	10/17/24-06/30/25	\$18.91/hr.
Samantha Brown	Temp Assistant Coach-Beach Volleyball	General	10/17/24-06/30/25	\$22.00/hr.
Ginger Cain	Special Proj - Welcome Day	Guided Pathways	08/07/24-08/07/24	\$250.00 (Lump Sum)
Julissa Castenada	Account Clerk	General	09/04/24-06/30/25	\$18.11/hr.
Maire Morinec	Program Administration-Nursing	General	06/01/24-06/30/24	\$82.06/hr.
Maire Morinec	Program Administration-Nursing	General	07/01/24-07/14/24	\$82.06/hr.
Doug Mungin	Faculty Mentor - T4E	SEA	09/05/24-12/20/24	\$2,500.00 (Lump Sum)
Jacob Walsh	Journey Level Asst-Fire	General	12/05/24-06/30/25	\$26.00/hr.

Volunteer Assignment

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Joseph Conrad	ASTC	09/19/24-06/30/25 (Revised)

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: WARRANTS – SEPTEMBER 2024
REQUESTED ACTION:

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

SUMMARY:

Run Date	Type	Check Numbers	Total Amount
9/5/2024	AP Vendor Payments	11128283 - 11128367	\$441,431.54
9/5/2024	QE Vendor Payments	11128368 - 11128373	\$47,714.25
9/5/2024	RF Vendor Payments	13003941	\$2,400.00
9/12/2024	AP Vendor Payments	11128374 - 11128434	\$143,297.69
9/12/2024	QC Vendor Payments	11128435	\$900.00
9/12/2024	QD Vendor Payments	11128436	\$198.11
9/12/2024	QE Vendor Payments	11128437 - 11128445	\$2,462,073.15

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

October 5, 2024

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

Kellie Sims Butler Ph.D.
Superintendent-President

October 16, 2024

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: **Members of the Governing Board**

SUBJECT: **WARRANTS – SEPTEMBER 2024**

REQUESTED ACTION:

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

SUMMARY:

Run Date	Type	Check Numbers	Total Amount
9/12/2024	SR Vendor Payments	11128446 - 11129151	\$376,966.77
9/19/2024	AP Vendor Payments	11129153 - 11129220	\$336,983.23
9/19/2024	CP Vendor Payments	11129221	\$42,500.00
9/19/2024	QD Vendor Payments	11129222 - 11129223	\$9,011.25
9/19/2024	QE Vendor Payments	11129224 - 11129233	\$1,892,200.07
9/19/2024	QF Vendor Payments	11129234	\$47,825.00
9/20/2024	RF Vendor Payments	13003942 - 13003983	\$8,411.69
9/27/2024	AP Vendor Payments	11129235 - 11129330	\$510,973.69
9/27/2024	QC Vendor Payments	11129331	\$2,843.20
9/27/2024	QD Vendor Payments	11129332 - 11129333	\$19,293.50
9/27/2024	QE Vendor Payments	11129334 - 11129350	\$776,383.82
9/27/2024	QF Vendor Payments	11129351 - 11129352	\$4,548.56
Total Vendor Payments			\$7,125,955.52

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

CONTRACT SERVICES AGREEMENTS

Finance and Administration

Susan Wheat, Vice President

<u>Name</u>	<u>Description</u>	<u>Effective</u>	<u>Amount</u>
Professional Officiating	Vendor to provide umpire officiating services for 6 home games and baseball scrimmages.	10/01/24-12/20/24	Not to Exceed \$1,500.00
Solano County Fleet Management	FY 2024-25 monthly rental rates for three (3) District vehicles for use by facilities staff.	08/01/24-06/30/25	Not to Exceed \$37,354.63

PERSONAL SERVICES AGREEMENTS

Academic Affairs

David Williams, Vice President

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Aerick Hood	Consultant is an SCC alumnus who will provide an online workshop/career journey to an animation class.	10/01/24-12/20/24	Not to Exceed \$200.00
Andrew Kapele	Consultant will provide a live workshop to a 3D animation class on Modality.	10/25/24-11/20/24	Not to Exceed \$200.00
Liesl Seitz	Consultant to assist with costume design for the Fall theatrical production of "The Visit."	08/21/24-12/30/24	Not to Exceed \$500.00

Susan Wheat
Vice President,
Finance & Administration

October 4, 2024

Date Submitted

Kellie Sims Butler, Ph.D.
Superintendent-President

October 16, 2024

Date Approved

PERSONAL SERVICES AGREEMENTS

Student Services

Lisa Neeley, Vice President

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Campuspeak, Inc.	Vendor provided keynote speech and training session conducted by photojournalist Sal Flores designed to guide students through a focused collaborative process to explore their interests, define key challenges, brainstorm innovative solutions, and create quick prototypes.	10/07/24-10/07/24	Not to Exceed \$7,575.00
Lucy Marte	Consultant to provide workshop facilitation for Filipino American History Month on October 19, 2024 titled "Introduction to Philippine History, Language, and Culture."	10/29/24-10/29/24	Not to Exceed 350.00

**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>
VIN: KL8CK6S02EC514583	2014 Chevrolet Spark EV Sedan	ATEC	Unknown
VIN: 1B7GL22XXWS525737	1998 Dodge Dakota Truck	ATEC	Unknown

Both vehicles will be donated to the Jars4Kids Program. 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

October 4, 2024

Date Submitted

October 16, 2024

Date Approved



Solano Community College Disposition or Trade-In 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
- ☒ To be donated to non-profit or other government entity

Asset #	Description	For Surplus Items Only	
		Building	Room
	(VIN# KL8CK6S02EC514583) 2014 Chevrolet Spark EV	ATEC	
	(VIN# 1B7GL22XXWS525737) 1998 Dodge Dakota	ATEC	

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

Action Performed by: Kars 4 Kids Date _____

Division or Organizational Unit: CTE ATEC

Approved by: Jose Cortes Date 9/26/24

For District Facilities Use Only

For Surplus Items:

Governing Board Date _____

Invoice/receipt number and date _____

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

TO: Members of the Governing Board

SUBJECT: DONATIONS

REQUESTED ACTION:

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

SUMMARY:

<u>Name & Address</u>	<u>Item & Estimated Value</u>	<u>Receiving Department</u>
Ford Motor Company 1555 Fairlane Drive Allen Park, MI 48101	New – 2024 Ford F-150 Touring PHEV - \$50,805.00	Automotive Technology

This donation is an update to the April 3, 2024 donation of a 2023 Lincoln Navigator which was deemed unable to be donated. Acceptance of this donation is recommended at this time.

STUDENT SUCCESS IMPACT:

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

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

☒ APPROVAL ☐ DISAPPROVAL
☐ NOT REQUIRED ☐ TABLE

Susan Wheet
Vice President, Finance & Administration

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707 864-7299

TELEPHONE NUMBER

Susan Wheet
Finance & Administration

VICE PRESIDENT APPROVAL

October 4, 2024

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

Kellie Sims Butler, Ed.D.
Superintendent-President

October 16, 2024

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**



Ford Automotive Career Exploration (ACE) Program

FORD TRAINING EQUIPMENT DONATION AGREEMENT

This EQUIPMENT Donation Agreement ("Agreement"), entered into this 07/30/2024, is by and between Ford Motor Company ("FORD"), whose address is 1555 Fairlane Drive, Allen Park, Michigan 48101, and Solano Community College ("SCHOOL") whose address is 1695 Ascot Pkwy, Vallejo CA 94591

RECITALS

- A. FORD is willing to donate to SCHOOL certain EQUIPMENT as defined below, in support of SCHOOL's automotive training in the FORD Automotive Career Exploration (ACE) Program.
- B. SCHOOL is willing to receive the EQUIPMENT and use it for the purpose and in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, for the good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

TERMS & CONDITIONS

1. "EQUIPMENT" shall mean complete vehicles, production sub-assemblies of vehicles (for example, but not specifically engines, transmissions, etc.), or other production items to support an automotive training program (for example, but not specifically VCMs, tools specific to FORD vehicles, etc.) as identified below:

Part Number/VIN	Description	Quantity
5LMYJ9YY5PNL03232	2023 Lincoln Aviator PHEV	4 0
1FTEW1LP5RKD65911	2024 Ford F-150 (being donated in lieu of inoperable 2023 Lincoln Aviator)	1

2. Donation.

- (a) FORD hereby donates the EQUIPMENT specified above to SCHOOL, to be held and used by SCHOOL or its designees in accordance with the terms and conditions of this Agreement:

- (b) All intellectual property including any trademarks and tradenames owned by FORD, including but not limited to intellectual property, trademarks and tradenames incorporated in or on the EQUIPMENT ("INTELLECTUAL PROPERTY") are, and will remain the exclusive property of FORD. SCHOOL shall not take any action that jeopardizes the INTELLECTUAL PROPERTY, and shall acquire no licenses or any other rights in the INTELLECTUAL PROPERTY. SCHOOL acknowledges and agrees that nothing in this Agreement shall be construed to be an assignment of any rights in any of Ford INTELLECTUAL PROPERTY, and that it will not assign, sublicense, transfer, or otherwise convey its rights or obligations under this Agreement.
- (c) **ALL EQUIPMENT IS USED. SCHOOL AGREES THAT THE EQUIPMENT IS BEING DONATED IN "AS IS" CONDITION AND FORD DISCLAIMS ANY AND ALL EXPRESS AND IMPLIED WARRANTIES.**
3. Location; Risk of Loss. Upon execution of this Agreement and upon delivery of the EQUIPMENT to SCHOOL, the EQUIPMENT shall become the property of SCHOOL, and SCHOOL shall bear the risk of loss of and damage to the EQUIPMENT and/or any personal injury (including death) or property damage caused by SCHOOL's use of the Training EQUIPMENT, in each case including loss or damage that occurs despite SCHOOL's or FORD's exercise of reasonable care.
4. FORD expressly disclaims, and SCHOOL expressly releases FORD from any and all liability associated with the EQUIPMENT.
5. Taxes, Fees and Other Permits. SCHOOL shall pay all occupational taxes and governmental charges imposed in connection with the use and operation of the EQUIPMENT.
6. Delivery. FORD shall be responsible for delivery of the EQUIPMENT to SCHOOL [OR SCHOOL] shall pick up the EQUIPMENT at NA. FORD shall not be responsible for any delay in delivery or availability of the EQUIPMENT.
7. Use of EQUIPMENT.
- (a) SCHOOL may utilize the EQUIPMENT only for training programs. When the EQUIPMENT is no longer useful for training, SCHOOL shall properly dispose of the EQUIPMENT in such a manner as to ensure that the EQUIPMENT or any of its/their components can no longer be used or sold or have any value other than as scrap. The EQUIPMENT will be disposed of at SCHOOL's expense, including transportation to any scrap yard and any other associated fees. SCHOOL is entitled to collect and keep any funds received for the scrap value of the EQUIPMENT.
- (b) The EQUIPMENT may not be installed or used on vehicles operated on public roads. SCHOOL shall not use or operate the EQUIPMENT in violation of any federal, state, local, or provincial law, rule, regulation or ordinance. The EQUIPMENT shall be operated at all times in a safe, careful and lawful manner and by legally qualified operators. Under no circumstances shall any such operators be presumed to be the agent, servant or employee of FORD, nor shall any of them be deemed to be under FORD's exclusive direction and control.
- (c) In no event shall SCHOOL make the EQUIPMENT available to motor vehicle manufacturers or their agents, or motor vehicle suppliers or their agents, other than (i) SCHOOL's own authorized designees, or (ii) FORD and its designated agents.

- (d) UPON COMPLETION OF USE OF THE EQUIPMENT FOR THE FOREGOING PURPOSES, SCHOOL SHALL PROMPTLY SCRAP THE EQUIPMENT (FULL CRUSH). SCHOOL WILL NOT RE-USE, DONATE, SELL OR OTHERWISE DISPOSE OF THE EQUIPMENT OR ANY COMPONENTS FROM EQUIPMENT WITHOUT FORD'S PRIOR WRITTEN CONSENT, WHICH FORD MAY WITHHOLD IN ITS SOLE DISCRETION.
8. Confidentiality and Publicity. Except as required by law, SCHOOL shall not disclose or publicize to any third party: (i) any description of the EQUIPMENT, technical specifications or other information about the EQUIPMENT, (ii) the nature or terms of this Agreement, or (iii) the results of any testing, inspection or evaluation by SCHOOL without FORD's prior written consent. SCHOOL shall take the necessary steps to familiarize all appropriate employees and students of its obligations under this paragraph.
9. Force Majeure/Limitation of Liability.
- (a) FORD shall not be liable for any failure in performing any provision hereof due to fire or other casualty, labor difficulty, governmental restriction or any cause beyond FORD's control.
- (b) **IN NO EVENT SHALL FORD BE LIABLE FOR ANY DAMAGE TO THE EQUIPMENT AND/OR ANY PERSONAL INJURY (INCLUDING DEATH) OR PROPERTY DAMAGE CAUSED BY SCHOOL'S USE OF THE TRAINING EQUIPMENT, OR FOR ANY LOSS OF PROFITS, OTHER CONSEQUENTIAL DAMAGES OR INCONVENIENCE DUE TO ANY THEFT, DAMAGE, LOSS, DELAY OR FAILURE OF DELIVERY OR DEFECT OR FAILURE OF THE TRAINING EQUIPMENT OR THE TIME CONSUMED IN RECOVERING, REPAIRING, SERVICING OR REPLACING THE SAME.**
10. Dispute Resolution. If either party initiates litigation on contractual causes arising from this Agreement, the other party shall have the right to initiate mediation with the Model Procedure for Mediation of Business Disputes of the Center for Public Resources ("CPR"). Each party will bear equally the costs of the mediation.
- (a) The parties will jointly appoint a mutually acceptable mediator, seeking assistance in such regard from CPR if they have been unable to agree upon such appointment within twenty (20) calendar days.
- (b) The parties agree to participate in good faith in the mediation and negotiations related thereto for a period of thirty (30) calendar days.
- (c) If the mediation is not successful, either party may initiate litigation. This Agreement shall be interpreted and construed in accordance with the laws of the State of Michigan, without regard to its conflicts of laws provisions.
11. Miscellaneous.
- (a) This Agreement constitutes the entire agreement between the parties and may only be amended, modified or supplemented by a written amendment executed by FORD and SCHOOL. In no event shall any course of dealing, custom or usage of trade modify, alter or supplement any of the terms or provisions contained herein.

- (b) Failure by FORD to enforce any term, provision or condition hereof, or to exercise any of its rights hereunder, shall not be construed as thereafter waiving any such terms, provisions, conditions or rights.
- (c) All notices specified or permitted herein shall be in writing, shall be given by postpaid U.S. mail, and shall be deemed given when mailed in a post box regularly maintained by the U.S. Postal Service sent to the address of the party listed above.
- (d) Electronic Signature. A faxed signature or other electronically transmitted signature (i.e. via a .pdf file) on this Agreement will have the same legal force and effect as though it were the original of such signature

By its signature below, SCHOOL represents that such person is the duly authorized representative of SCHOOL and SCHOOL hereby accepts and acknowledges receipt of the EQUIPMENT listed above and has read, understands, and is in agreement with the terms and conditions of this Agreement.

Signature Page Follows

SCHOOL Solano Community College

Instructor's Signature

Date

Instructor's Printed Name

SCHOOL Officer/Authorized Representative's Signature

Date

SCHOOL Officer/Authorized Representative's
Printed Name

SCHOOL Officer/Authorized Representative's
Title

EQUIPMENT Delivery Contact at SCHOOL:

Name:
E-Mail:
Phone:

Ford Motor Company (FORD)

Name: Jacob Conroy

E-Mail: jconro16@ford.com


Title: Technician Development
Process Coordinator

Date: 7/30/24


 vehicle DESCRIPTION
F-150
 2024 F-150 4X4 SUPERCREW
 145" WHEELBASE
 2.7L V6 ECOBOOST
 ELEC TEN-SPEED AUTO TRANS
 EXTERIOR OXFORD WHITE
 INTERIOR DARK SLATE CLOTH 40/20/40
RK D65911

STANDARD EQUIPMENT INCLUDED AT NO EXTRA CHARGE	
EXTERIOR	INTERIOR
<ul style="list-style-type: none"> • DAYTIME RUNNING LAMPS • EASY FUEL® CAPLESS FILLER • FULLY BOXED STEEL FRAME • HEADLAMPS - AUTO HIGH BEAM • HEADLAMPS - AUTO/LAMP (ON/OFF) • LED REFLECTOR HEADLAMPS • LOCKING REMOVABLE TAILGATE • MANUAL FOLD POWER MIRRORS • PICKUP BOX TIE DOWN HOOKS • POWER TAILGATE LOCK • TRAILER SWAY CONTROL • WIPERS - INTERMITTENT 	<ul style="list-style-type: none"> • 12" PRODUCTIVITY SCREEN • CRUISE CONTROL • DOOR LOCKS - POWER • DUAL SUNVISORS • ILLUMINATED ENTRY • MESSAGE CTR: OUTSIDE TEMP, COMPASS, TRIP COMPUTER • POWERPOINTS - 12V • TILT/TELESCOPE STR COLUMN
SAFETY/SECURITY	FUNCTIONAL
<ul style="list-style-type: none"> • ADVANCETRAC™ WITH RSC® • BLIS W/ CROSS-TRAFFIC ALERT • MOUNTED SIDE IMPACT AIRBAGS - SAFETY CANOPY® • CTR HIGH MOUNT STOP LAMP • PERIMETER ALARM • SOS POST-CRASH ALERT SYS™ • STOLEN VEH SVCS: 1 YR PLAN • TIRE PRESSURE MONIT SYS 	<ul style="list-style-type: none"> • AM/FM STEREO • CLASS IV TRAILER Hitch w/ SMART TRLR TOW CONNECTOR • CURVE CONTROL • FORDPASS™ CONNECT 5GWI-FI HOTSPOT TELEMATICS MODEM • HILL START ASSIST • LANE-KEEPING SYSTEM • POST-COLLISION BRAKING • PRE-COLLISION ASSIST W/AEB • REVERSE SENSING AND REAR VIEW CAMERA • SELECTSHIFT® • SYNC®4 W/ EVR & 12" SCREEN
WARRANTY	
<ul style="list-style-type: none"> • 3YR/36,000 BUMPER / BUMPER • 5YR/60,000 POWERTRAIN • 5YR/60,000 ROADSIDE ASSIST • 8YR/100,000 HYBRID BATTERY 	

INCLUDED ON THIS VEHICLE		(MSRP)
EQUIPMENT GROUP 101A		
*XL SERIES		
OPTIONAL EQUIPMENT/OTHER		
.17" SILVER STEEL WHEELS	570.00	
.265/70R17 BSW ALL-TERRAIN		
3.73 ELECTRONIC LOCK RR AXLE		
6650# GVWR PACKAGE		
FRONT LICENSE PLATE BRACKET	NO CHARGE	
BLACK PLATFORM RUNNING BOARDS	250.00	
50 STATE EMISSIONS	NO CHARGE	
EXTENDED RANGE 36GAL FUEL TANK	595.00	
BEDLINER-TOUGHBED SPRAY-IN/ACCY		
TAG 000G000		

	RAMP ONE			TOTAL MSRP \$50,805.00	<p>Whether you decide to lease or finance your vehicle, you'll find the choices that are right for you. See your dealer for details or visit www.ford.com/finance.</p>  <p>V122 N 6B 2X 430 000952 05 06 24</p>
	DC27		DRIVEN		
	RAMP TWO	ITEM #:	89-Z904 O/T G		
	This label is affixed pursuant to the Federal Automobile Information Disclosure Act. Gasoline, License, and Title Fees, State and Local taxes are not included. Dealer installed options or accessories are not included unless listed above.				

08/15/2024

Gasoline Vehicle

EPA DOT Fuel Economy and Environment

Fuel Economy

20

MPG

18
23

combined city/hwy
city highway

5.0 gallons per 100 miles

Annual fuel cost

\$2,700

Fuel Economy & Greenhouse Gas Rating (tailpipe only)

4

1
10
Best

This vehicle emits 444 grams CO₂ per mile. The best emits 0 grams CO₂ per mile (tailpipe only). Producing and distributing fuel also create emissions. Learn more at fuelconomy.gov.

You spend

\$3,750

more in fuel costs over 5 years
compared to the average new vehicle.

Fuel Economy & Greenhouse Gas Rating (tailpipe only)

7

1
10
Best

This vehicle emits 444 grams CO₂ per mile. The best emits 0 grams CO₂ per mile (tailpipe only). Producing and distributing fuel also create emissions. Learn more at fuelconomy.gov.

Smoq Rating (tailpipe only)

fueleconomy.gov

Calculate personalized estimates and compare vehicles

Actual results will vary for many reasons, including driving conditions and how you drive and maintain your vehicle. The average new vehicle gets 28 MPG and costs \$9,750 to fuel over 5 years. Cost estimates are based on 15,000 miles per year at \$3.00 per gallon. MPGe is miles per gasoline gallon equivalent. Vehicle emissions are a significant cause of climate change and smog.

Smartphone QR Code

GOVERNMENT 5-STAR SAFETY RATINGS						
<p>Overall Vehicle Score ★ ★ ★ ★ ★</p> <p>Based on the combined ratings of frontal, side and rollover. Should ONLY be compared to other vehicles of similar size and weight.</p>						
Frontal Crash	Driver	★ ★ ★ ★ ★				
	Passenger	★ ★ ★ ★ ★				
<p>Based on the risk of injury in a frontal impact. Should ONLY be compared to other vehicles of similar size and weight.</p>						
Side Crash	Front seat	★ ★ ★ ★ ★				
	Rear seat	★ ★ ★ ★ ★				
<p>Based on the risk of injury in a side impact.</p>						
Rollover		★ ★ ★ ★ ★				
<p>Based on the risk of rollover in a single-vehicle crash.</p>						
<p>Star ratings range from 1 to 5 stars (★ ★ ★ ★ ★), with 5 being the highest. Source: National Highway Traffic Safety Administration (NHTSA). www.safercar.gov or 1-888-327-4236</p>						

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

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for help

www.ford.com/help/warranty-term/

AGENDA ITEM 13.(a)
MEETING DATE October 16, 2024

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: APPROVAL OF SPACE/ROOM NAMING NOMINATION:
JUWAN VARTANIAN

REQUESTED ACTION:

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

SUMMARY: It is the policy of Solano Community College to offer naming opportunities in recognition of an individual who has made a significant contribution of time, effort, or service to the District. At this time, the Board is asked to approve the attached nomination form.

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: Board Policy: Estimated Fiscal Impact: N/A

SUPERINTENDENT'S RECOMMENDATION:

☒ APPROVAL ☐ DISAPPROVAL
☐ NOT REQUIRED ☐ TABLE

Kellie Sims Butler, Ph.D.
Superintendent-President

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 864-7299

TELEPHONE NUMBER

VICE PRESIDENT APPROVAL

October 8, 2024

DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT

Kellie Sims Butler, Ph.D.
Superintendent-President

October 16, 2024

DATE APPROVED BY
SUPERINTENDENT-PRESIDENT



SPACE/ROOM NAMING NOMINATION FORM: ACKNOWLEDGING SIGNIFICANT TIME, EFFORT, OR SERVICE

It is the policy of Solano Community College District that facilities naming opportunities are made available to recognize very significant monetary contributions to Solano Community College, the Educational Foundation or the Scholarship Foundation. Naming recognition may also be considered for an individual or a business or organization who has made a significant contribution of time, effort, or service to Solano Community College District.

If you would like to nominate an individual, business, or organization due to their contribution of time, effort, or service, please fill out the form below.

Nominations shall include documentation as evidence of the time, effort, or service that warrants naming consideration. Nominations will be reviewed by the Superintendent-President before submitted to the District Board of Trustees for consideration.

All naming decisions depend on the ongoing good standing of the reputation of the nominee and can be revoked at any time by vote of the SCCD Governing Board. If nominating an individual, that person may not be a current employee of the District.

PROCESS AND SCORING RUBRIC

The Foundation will annually provide and post an inventory¹ to its website for those who would like to submit a proposal to name a space or room.

Proposals based on service will be reviewed by an ad hoc committee of faculty, staff and managers, and students appointed by the faculty Senate, the Superintendent-President, and the Associated Students of Solano College. Appointments to this ad hoc committee will be reviewed annually to maximize diversity of perspective. The ad hoc committee will assess applicants according to a rubric, assigning points to the following criteria using a scale of 1 to 5, 1 being

¹ If the nominator wants to propose the naming of a space not included in the inventory, they must provide substantial evidence for their request in the application.

“somewhat significant” to 5 being “extremely significant” considering examples or evidence provided in the application:

1. To what extent has the individual/organization/company made a significant, positive, long-lasting contribution to the college, specifically in meeting its mission?
2. To what extent has the individual/organization/company remained engaged with the College?
3. To what extent will recognizing the individual/organization/company inspire others to support the College?
4. To what extent will recognizing the individual/organization/company add value to the College?

The ad hoc committee will forward recommendations to the Superintendent-President for review and feedback. The S-P will forward recommendations to the Governing Board who may choose to accept, decline, or table the recommendation.

INSTRUCTIONS FOR THE NOMINATOR

1. Nomination Form -Complete the Nomination Form.
2. Documentation - Submit with the nomination form the nominee's curriculum vitae, resume, or other documentation of evidence of time, effort, or service in support of the college.
3. Endorsement - Secure the endorsement signatures of ten current or former employees of SCCD. The signature page must include the name of the individual/organization/company and the purpose for securing signatures.
4. Statement of Support - Complete a Statement of Support describing the special qualifications of your nominee, and what impact they made that warrant naming recognition.
5. Funds - Funds to cover the creation and mounting of signage are the responsibility of the nominator(s) and must be available prior to securing Board approval.

NOMINATION FORM

Name of nominee: Juwan Vartanian

Email address and phone of nominee: juwan2000@aol.com (707) 290-0594

Dates the nominee attended/served SCC: student prior to 1992, employee 1992-2022

In what capacity did nominee attend/serve SCC: (e.g., student, employee, community member):
Employed as an Early Learning Specialist

Name(s) of nominator: Sabrina Drake, Tony Ayala

Email address and phone of nominator: sabrina.drake@solano.edu 864-7128, anthony.ayala@solano.edu


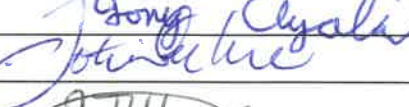


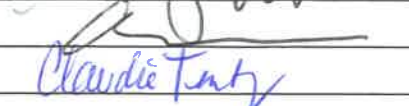



Requested space/room (Building and room number or area): 202

Expenses related to creating and mounting signage will be the responsibility of the nominator(s). All signage must comply with standards established by the SCC Governing Board. If nomination is accepted, nominator(s) will be advised of total cost due and must provide funds before request will be recommended to the Governing Board.

ENDORSEMENTS

We, the undersigned have read and understand the request to name the above referenced room/space in recognition of Juwan Vartanian

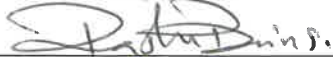

As current or former employees/students of Solano Community College, we agree that the above referenced nominee meets the criteria for recognition as outlined in the nominating criteria.

<u>Printed Name</u>	<u>Signature</u>
1) Sabrina Drake	
2) Tony Ayala	
3) Joti Takhar	
4) Osati Tarbell-Deocampo	
5) Maria Veliz Leon	
6) Alexis Long	
7) Erin Duane	
8) Lauren Taylor Hill	
9) Amy Obegi	
10) Claudia Tenty	

ENDORSEMENTS

We, the undersigned have read and understand the request to name the above referenced room/space in recognition of Juwan Vartanian

As current or former employees/students of Solano Community College, we agree that the above referenced nominee meets the criteria for recognition as outlined in the nominating criteria.

	<u>Printed Name</u>	<u>Signature</u>
11)	Rashmi Bains	
12)	PETE ZAVALA	
13)		
14)		
15)		
16)		
17)		
18)		
19)		
20)		

RESOURCES

SCC Mission Statement:

Solano Community College's mission is to educate a culturally and academically diverse student population drawn from our local communities and beyond. We are committed to helping our students achieve their educational, professional, and personal goals. Solano Community College transforms students' lives with transfer courses, career and technical education, and basic skills preparation leading to certificate programs, associate's degrees, bachelor's degrees, and lifelong learning opportunities.

Criteria:

1. To what extent has the individual/organization/company made a significant, positive, long-lasting contribution to the college, specifically in meeting its mission?

Juwan Vartanian, as an immigrant, student and long term employee has both embodied and carried out the mission of our college. Drawing on her own experience she was able to meet the needs of our diverse student body where they are at in their educational journey and uplift them to achieve goals they themselves may not yet see.

Juwan has spent over 30 years working directly with our students in the field of early childhood education (ECE) as an Early Learning Specialist. In the academic year 2022/23 ECE had the highest awarded certificate in the entire college. These students are over 90% female and over 2/3 are people of color. Ms. Vartanian is directly responsible for lifting these women up by being a model of high quality professionalism as they navigate their educational goals.

In the role of Early Education Specialist Ms. Vartanian not only reached students but also the children and families of SCC. The majority of these families are adult students attending our college and over 90% of them receive subsidized assistance to both attend school and have their children cared for on campus. Research shows that students are 3 times as likely to complete their educational goals, on time, if utilizing care for their children on campus.

2. To what extent has the individual/organization/company remained engaged with the College?

Ms. Vartanian has remained connected both directly and indirectly to the college. In 2024, with the completion of the new Toddler building infrastructure and adjoining outdoor play space, Ms. Vartanian has returned as a consultant in designing the use of this space. Her long years of expertise in environmental design will ensure that future learners, both adults and children, will have the opportunity to succeed.

Another very telling way that Ms. Vartanian has remained connected to the college is through her legacy of impacting dedicated professionals. Of the 6 Early Learning Specialists employed by Solano Community College, half were her direct mentees when both taking their student teaching and as student workers. Each has gone on with success in the field of Early Childhood Education and then returned to give back to the college where they got their start to do the same work they saw their own mentor contribute to.

3. To what extent will recognizing the individual/organization/company inspire others to support the College?

It is valuable here to note that not only does the ELC prepare our future teachers, but they also serve our nursing students during their pediatric rotations. Ms. Vartanian herself was invited to support the creation of high quality spaces for children in school across the Bay Area. By recognizing our most tenured Early Learning Specialist the college demonstrates its commitment to this work and a commitment to quality. Through this demonstration we hope that both the CA Department of Education and our Local Solano Office of Education continue to support our efforts in workforce development.

4. To what extent will recognizing the individual/organization/company add value to the College?

Juwan Vartanian's classroom has been documented in publications by WestEd, the CA Department of Education, popular college textbooks and other publications. In 2022 a colleague of mine, Senta Green, was doing trainings in a number of provinces in China. Even then the videos and vignettes were taken from Solano Community College's Early Learning Center. By accepting this nomination SCC recognized the long commitment to quality provided by Juwan Vartanian.

AGENDA ITEM 13.(b)
MEETING DATE May 18, 2022

**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>
Juwan Vartanian	Early Learning Center Specialist 29 years and 10 months of service at SCC	06/30/2022

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

May 6, 2022

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

May 18, 2022

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

Good evening president superintendent and board members, my name is Sabrina Drake and I am the interim Director of the ELC and it is my pleasure to share a bit about Juwan Vartanian who is retiring from SCC after an incredible 30-year career. Doyleen, the Director of the Children's programs in 1992 saw potential in an ECE student and recruited her to start working with Infants and Toddlers at SCC. At the time, Juwan was working for Vallejo Unified School District with preschoolers and was reluctant to work with the younger age group, but Doyleen persevered. Lucky us.

Juwan fell in love with working with infants and toddlers and invested her time and energy into providing the most idyllic environment and individual care for those children to be in while away from their families. Word of her skill with creating magical environments and activity invitations that were aesthetically appealing and engaging spread widely. Janet Gonzalez-Mena an ECE instructor at Napa Valley College used photos of Juwan's environment and her primary care routine in her newest textbook on caring for infants and toddlers and would continue to visit Juwan's space for subsequent editions. Faculty at Consumnes River College took photos of Juwan's invitations for their book "Loose Parts". Juwan was a huge advocate for reusing found materials many of which she would pick up at local thrift stores. We have had many guests come to visit Juwan's natural environment as inspiration for their own classrooms in addition to an annual tour during the ECE Conference.

Juwan attended West Ed (Program for Infant Toddler Care) and became more of a regional expert. So much so, that PITC itself use photos and videos for their training materials. I recall attending a northern California meeting as a CDTC Coordinator shortly after Tony Ayala was hired. He was at the same meeting as the Mentor Coordinator, and I was very excited to share with him that the videos that they were showing to the audience were of Juwan's yard and classroom!

Most recently again Tony Ayala told me that Senta Greene a trainer for PITC on Culture, Family and Providers went to China to train caregivers and some of the videos used were of Juwan's; she is truly a worldwide phenomenon!

She became a Mentor Teacher through the Mentor Program and shared her expertise and mentoring with hundreds of fellow teachers in our community and as a Specialist with the ELC she trained hundreds of practicum students who went into the workforce as aptly prepared infant toddler caregivers.

Juwan wanted every child to have a special experience while in our program. She worked hard to mentor new staff and advocate for changes in the program to improve. She truly made the mundane a special moment. A diaper change was not just a diaper change; it was a bonding experience for a child and their caregiver. Songs and conversation and children participating in having their diaper changed.

Anytime we may have disagreed about how many staff she needed and why the budget would not support it or equipment that was beautiful and expensive I always knew that Juwan argued for what was best for children and that they truly deserved the absolute best. She has left a legacy here at the ELC that we will do our best to honor and uphold.

**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>
Karen Cook	Drafting Instructor 20 years of service with SCC	05/22/2025

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

October 4, 2024

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

Kellie Sims Butler, Ph.D
Superintendent-President

October 16, 2024

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

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: CONTRACT AMENDMENT #2 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 #2 to extend the duration of the Agreement with HBI Inspections for additional inspection services and add additional hours.

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: \$12,420 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

October 4, 2024

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

Kellie Sims Butler, Ph.D.
Superintendent-President

October 16, 2024

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AMENDMENT #2 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

The scope of this project required more construction oversight than anticipated resulting in a need for additional inspector coverage. The incorporation of more hours through this amendment will allow for adequate inspector coverage through the balance of the project.

Agreement Summary:

\$ 24,840.00	Original Contract Amount
\$ <u>12,420.00</u>	Proposed Amendment #2
\$ 37,260.00	New Contract Amount

The Board is asked to approve Amendment #2 to HBI Inspections for additional inspections hours and time extension through November 30, 2024.

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

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AMENDMENT #1 TO JK ARCHITECTURE
ENGINEERING FOR THE AUTOTECH VEHICLE
DYNAMOMETER SYSTEMS EVALUATION AND
EXHAUST SYSTEM REPLACEMENT PROJECT**

REQUESTED ACTION:

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

SUMMARY:

On January 17, 2024 the Board approved a professional services agreement to JK Architecture Engineering for Architectural Services on the Vallejo Campus Vehicle Dynamometer Systems Evaluation and Exhaust System Replacement Project.

Board approval is now requested for Amendment #1 to extend the contract duration for Construction Administration.

CONTINUED ON THE NEXT PAGE

STUDENT SUCCESS IMPACT:

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

Ed. Code: NA Board Policy: NA Estimated Fiscal Impact: \$0 Measure Q Funds

SUPERINTENDENT'S RECOMMENDATION:

☒ APPROVAL ☐ DISAPPROVAL
☐ NOT REQUIRED ☐ TABLE

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

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 863-7855

TELEPHONE NUMBER

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

VICE PRESIDENT APPROVAL

October 4, 2024

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

Kellie Sims Butler, Ph.D.
Superintendent-President

October 16, 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 JK ARCHITECTURE
ENGINEERING FOR THE AUTOTECH VEHICLE
DYNAMOMETER SYSTEMS EVALUATION AND
EXHAUST SYSTEM REPLACEMENT PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

The Design Phase took longer anticipated and experienced an overall project delay as a result of review with Division of State Architect. The consultant term needs to be extended for Construction Administration.

The Board is asked to approve this contract Amendment #1 to JK Architecture Engineering for a no-cost time extension.

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

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

TO: Members of the Governing Board

**SUBJECT: CHANGE ORDER #2 TO NET ELECTRIC, INC. FOR THE
VALLEJO CAMPUS VALLEJO CENTER SECURITY
ENHANCEMENT PROJECT**

REQUESTED ACTION:

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

SUMMARY:

Board approval is requested for Change Order #2 to the contract with Net Electric, Inc., the general contractor for the Vallejo Campus Vallejo Center Security Enhancement Project. On January 17, 2024, the Board approved a contract with Net Electric, Inc. for the above-mentioned project.

CONTINUED ON THE NEXT PAGE

STUDENT SUCCESS IMPACT:

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

Ed. Code: N/A Board Policy: N/A 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

October 4, 2024

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

Kellie Sims Butler, Ph.D.
Superintendent-President

October 16, 2024

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: CHANGE ORDER #2 TO NET ELECTRIC, INC. FOR THE
VALLEJO CAMPUS VALLEJO CENTER SECURITY
ENHANCEMENT PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

During the course of construction, Net Electric, Inc. has been impacted by vendor material delays on equipment poles for the parking lot scope. As a result, the construction duration on the Vallejo Center Security Enhancement Project must be extended.

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

\$ 460,900.00	Original Contract Amount
\$ 0.00	Prior Approved Change Orders
\$ 0.00	Proposed Change Order #2
<u>\$ 460,900.00</u>	Proposed New Contract Amount

The Board is asked to approve this no-cost contract Change Order #2 to Net Electric, Inc. for a time extension through December 31, 2024.

This document 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. 002
Project No.: 23-008
Date: October 16, 2024

DSA File No.: 48-C1
DSA App. No.: 02-121581

Project: **Solano Community College District
Vallejo Campus - Vallejo Center Security Enhancement Project**

To: **Net Electric, Inc.**
PO Box 992
San Leandro, CA 94577

The Contract is Changed as Follows:

PCO No.

001 Time Extension only Change Order due to extended contractor onboarding.

\$0.00

TOTAL COST OF CHANGE ORDER

ADD \$0.00

DEDUCT \$0.00

FINAL CHANGE ORDER AMOUNT

\$0.00

Original Contract Sum:	\$	460,900.00
Total Change By Previous Change Orders:	\$	-
Contract Sum Prior to This Change Order:	\$	460,900.00
Original Contract Sum will be Increased by This Change Order:	\$	-
The New Contract Sum Including This Change Order Will Be:	\$	460,900.00
The Original Contract Completion Date:		10-May-24
Contract Time Will be Changed by This Change Order:		235 days
The Current Contract Completion Date is:		31-Dec-24

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AMENDMENT #2 TO OPTIMA
INSPECTIONS INC. FOR ADDITIONAL PROJECT
INSPECTION SERVICES FOR THE FAIRFIELD CAMPUS
SUBSTATION #3 & #4 REPLACEMENT PROJECT**

REQUESTED ACTION:

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

SUMMARY:

On June 7, 2023 the Board approved a professional services contract to Optima Inspections Inc. for Division of the State Architect (DSA) Project Inspector Services for the District's Fairfield Campus Substation #3 & #4 Replacement Project.

Board approval is now requested for Amendment #2 to increase the original professional services fee with Optima Inspections Inc. 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: \$18,000 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

October 4, 2024

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

Kellie Sims Butler, Ph.D.
Superintendent-President

October 16, 2024

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AMENDMENT #2 TO OPTIMA
INSPECTIONS INC. FOR ADDITIONAL PROJECT
INSPECTION SERVICES FOR THE FAIRFIELD CAMPUS
SUBSTATION #3 & #4 REPLACEMENT PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

Additional inspection hours are required to provide adequate project coverage. These additional hours are beyond the original scope of the Consultant.

Agreement Summary:

\$ 58,680.00 Current Contract Amount
\$ 18,000.00 Proposed Amendment #2
\$ 76,680.00 New Contract Amount

The Board is asked to approve this contract Amendment #2 to Optima Inspections Inc. in an amount not to exceed \$18,000.00.

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

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: CHANGE ORDER #1 TO PRO BUILDERS FOR THE
VACAVILLE WATER INTRUSION PROJECT

REQUESTED ACTION:

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

SUMMARY:

Board approval is requested for Change Order #1 to the contract with Pro Builders, the general contractor for the Vacaville Water Intrusion Project. On April 17, 2024, the Board approved a contract with Pro Builders 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: \$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

October 4, 2024

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

Kellie Sims Butler, Ph.D.
Superintendent-President

October 16, 2024

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: CHANGE ORDER #1 TO PRO BUILDERS FOR THE
VACAVILLE WATER INTRUSION PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

During the course of construction, Pro Builders has been impacted by long lead material delays fabricating replacement louvers. As a result, the construction duration on the Vacaville Water Intrusion Project must be extended.

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

\$ 383,680.00	Original Contract Amount
\$ 0.00	Prior Approved Change Orders
\$ 0.00	Proposed Change Order #2
\$ 383,680.00	Proposed New Contract Amount

The Board is asked to approve this no-cost contract Change Order #2 to Pro Builders for a time extension through December 31, 2024.

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



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SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: CHANGE ORDER #1 TO DMR BUILDERS FOR THE
BUILDING 300 MODERNIZATION PROJECT

REQUESTED ACTION:

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

SUMMARY:

Board approval is requested for Change Order #1 to DMR Builders, for the Building 300 Modernization Project. On April 3, 2024, the Board approved an agreement with DMR Builders for the Building 300 Modernization Project.

CONTINUED ON THE NEXT PAGE

STUDENT SUCCESS IMPACT:

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

Ed. Code: NA Board Policy: NA Estimated Fiscal Impact: \$96,609.30 Measure Q Funds

SUPERINTENDENT'S RECOMMENDATION:

☒ APPROVAL ☐ DISAPPROVAL
☐ NOT REQUIRED ☐ TABLE

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

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 863-7855

TELEPHONE NUMBER

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

VICE PRESIDENT APPROVAL

October 4, 2024

DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT

Kellie Sims Butler, Ph.D.
Superintendent-President

October 16, 2024

DATE APPROVED BY
SUPERINTENDENT-PRESIDENT

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

TO: Members of the Governing Board

**SUBJECT: CHANGE ORDER #1 TO DMR BUILDERS FOR THE
BUILDING 300 MODERNIZATION PROJECT**

SUMMARY:
CONTINUED FROM THE PREVIOUS PAGE

During the process of construction and RFI (Request for Information)/Submittal review, the following changes needed to be made:

- COR 004: The initial intent was to re-use the existing insulation throughout the building. Upon removal of the ceiling tiles and drywall, it was discovered that the existing insulation was in a condition that would not allow it to remain in the building. It was necessary to provide new insulation at the ceiling and wall locations that were altered as part of the project.
- COR 008.2: Several of the door landings at Building 300 needed to be altered in order to be ADA compliant. Upon review of the per plan layout, it was discovered that the extent of the concrete alteration in these areas needed to be extended. This was necessary in order to meet the access compliant slope requirements at the door landings.
- COR 010: When performing the demolition of the existing roofing material, it was discovered that much of roof deck plywood at the mechanical windscreen mounting bracket locations had extensive dry rot damage. New plywood needed to be provided at these locations in order to maintain the necessary structural integrity of the windscreens on the roof.
- COR 016: The original scope included removal of various cabinetry in Room 303. Upon removal of this cabinetry, it was discovered that there was Asbestos containing VCT Floor Tile underneath that needed to be removed. The removal required additional containment set up in order to abate the materials safely.

DMR Builders Change Order #1 request includes all the costs of both time and materials for the above listed items.

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

Original Contract Sum	\$ 2,018,132.00
Approved Change Orders	\$ 0.00
<i>Proposed Change Order #1</i>	<i>\$ 96,609.30</i>
<i>Proposed New Contract Amount</i>	<i>\$ 2,114,741.30</i>

The Board is asked to approve Change Order #1 to DMR Builders, in the amount of \$96,609.30. This document 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 Fax: 707-646-7710

KITCHELL CEM

4000 Suisun Valley Road, Building 1102
Fairfield, CA 94534

Change Order # 001

Project No.: 23-010

Date: 10/16/2024

DSA File No.: 48-C1

DSA App. No.: 02-120607

Project: Solano Community College District
Fairfield Campus
Building 300 Modernization Project

Aedis Architects
333 W Santa Clara Street, Suite 900
San Jose, California, 95113

To: DMR Builders
2725 Guerneville Rd.
Santa Rosa, CA 95401

The Contract is Changed as Follows:

COR No.

- 004 The initial intent was to re-use the existing insulation throughout the building. Upon removal of the ceiling tiles and drywall, it was discovered that the existing insulation was in a condition that would not allow it to remain in the building. It was necessary to provide new insulation at the ceiling and wall locations that were altered as part of the project.

\$22,779.26

- 08.2 Several of the door landings at Building 300 needed to be altered in order to be ADA compliant. Upon review of the per plan layout, it was discovered that the extent of the concrete alteration in these areas needed to be extended. This was necessary in order to meet the access compliant slope requirements at the door landings.

\$56,300.09

- 010 When performing the demolition of the existing roofing material, it was discovered that much of roof deck plywood at the mechanical windscreen mounting bracket locations had extensive dry rot damage. New plywood needed to be provided at these locations in order to maintain the necessary structural integrity of the windscreens on the roof.

\$12,504.93

- 016 The original scope included removal of various cabinetry in Room 303. Upon removal of this cabinetry, it was discovered that there was Asbestos containing VCT Floor Tile underneath that needed to be removed. The removal required additional containment set up in order to abate the materials safely.

\$5,025.02

TOTAL COST OF CHANGE ORDER**ADD \$96,609.30****DEDUCT \$0****FINAL CHANGE ORDER AMOUNT****\$96,609.30**

Original Contract Sum:	\$ 2,018,132.00
Total change By Previous Change Orders:	\$ -
Contract Sum Prior to This Change Order:	\$ 2,018,132.00
Original Contract Sum will be Increased by This Change Order:	\$96,609.30
The New Contract Sum Including This Change Order Will Be:	\$ 2,114,741.30
The New Contract Completion Date Will Be:	29-Nov-24
Contract Time Will be Changed by This Change Order:	0 Days
The Current Contract Completion Date is:	29-Nov-24

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

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

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

**PROJECT
MANAGER**

 Andrew Gleeson
 Kitchell
 4000 Suisun Valley Road
 Fairfield, CA 94534

Date: _____

DESIGN TEAM

 Scott Burnham
 Aedis Architects
 333 West Santa Clara Street, Suite 900
 San Jose, California, 95113

Date: _____

**DSA PROJECT
INSPECTOR**

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

Date: _____

CONTRACTOR

 Katja DaSilva
 DMR Builders
 2725 Guerneville Rd.
 Santa Rosa, CA 95113

Date: _____

OWNER

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

Date: _____

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: CHANGE ORDER #2 TO MURRAY BUILDING, INC. FOR
THE CAMPUS-WIDE INTERIOR REFRESH (PHASE 1)
PROJECT

REQUESTED ACTION:

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

SUMMARY:

Board approval is requested for Change Order #2 to Murray Building, Inc., for the Campus-Wide Interior Refresh (Phase 1) Project. On May 15, 2024, the Board approved an agreement with Murray Building, Inc. for the Fairfield Campus-Wide Interior Refresh (Phase 1) Project.

CONTINUED ON THE NEXT PAGE

STUDENT SUCCESS IMPACT:

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

Ed. Code: NA Board Policy: NA Estimated Fiscal Impact: \$8,410.31 Measure Q Funds

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

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

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 863-7855

TELEPHONE NUMBER

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

VICE PRESIDENT APPROVAL

October 4, 2024

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

Kellie Sims Butler, Ph.D.
Superintendent-President

October 16, 2024

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: CHANGE ORDER #2 TO MURRAY BUILDING, INC. FOR
THE CAMPUS-WIDE INTERIOR REFRESH (PHASE 1)
PROJECT**

SUMMARY:
CONTINUED FROM THE PREVIOUS PAGE

During the process of construction and RFI (Request for Information)/Submittal review, the following changes needed to be made:

- COR 016: Upon demolition of the ceiling in Restrooms 737 and 738, it was discovered that the current framing would not allow the mechanical equipment to be located per plan. It was necessary to provide extensive modifications to the framing in these areas to accommodate the mechanical equipment locations.
- COR 021: The Contractor attempted to install the front sink skirts in several of the newly renovated restrooms. The installed sinks would not allow the skirts to be mounted properly. The skirts needed to be modified in order to correct this issue.
- OA CREDIT: Credit for unused Owner's Allowance funds to be returned to the District.

Murray Building, Inc.'s Change Order #2 request includes all the costs of both time and materials for the above listed items and extends the contract time by one hundred-three (103) days.

Following is a summary of the contract and impact of Change Order #2 if approved:

Original Contract Sum	\$ 895,000.00
Approved Change Orders	\$ 54,379.24
<i>Proposed Change Order #2</i>	<u>\$ 8,410.31</u>
<i>Proposed New Contract Amount</i>	\$ 957,789.55

The Board is asked to approve Change Order #2 to Murray Building Inc., in the amount of \$8,410.31 and to approve the time extension as reflected in the Change Order.

This document 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 Fax: 707-646-7710

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

Change Order # 002
Project No.: 25-003
Date: 10/16/2024

DSA File No.: 48-C1
DSA App. No.: 02-122103

Project: Solano Community College District
Fairfield Campus
Campus-Wide Interior Refresh (Phase 1)

Aedis Architects
333 W Santa Clara Street, Suite 900
San Jose, California, 95113

To: Murray Building, Inc.
P.O. Box 2201
Sonoma, CA 95476

The Contract is Changed as Follows:

COR No.

016 Upon demolition of the ceiling in Restrooms 737 and 738 it was discovered that the current framing would not allow the mechanical equipment to be located per plan. It was necessary to provide extensive modifications to the framing in these areas to accomodate the mechanical equipment locations.

\$8,341.20

021 The Contractor attempted to install the front sink skirts in several of the newly renovated restrooms. The installed sinks would not allow the skirts to be mounted properly. The skirts needed to be modified in order to correct this issue.

\$3,400.29

OA
CREDIT Credit for unused Owner's Allowance funds to be returned to the District.

(\$3,331.18)

TOTAL COST OF CHANGE ORDER

ADD \$8,410.31

DEDUCT \$0

FINAL CHANGE ORDER AMOUNT

\$8,410.31

Original Contract Sum:	\$ 895,000.00
Total change By Previous Change Orders:	\$ 54,379.24
Contract Sum Prior to This Change Order:	\$ 949,379.24
Original Contract Sum will be Increased by This Change Order:	\$8,410.31
The New Contract Sum Including This Change Order Will Be:	\$ 957,789.55
The New Contract Completion Date Will Be:	9-Aug-24
Contract Time Will be Changed by This Change Order:	103 Days
The Current Contract Completion Date is:	20-Nov-24

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

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

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

**PROJECT
MANAGER**

 Andrew Gleeson
 Kitchell
 4000 Suisun Valley Road
 Fairfield, CA 94534

Date: _____

DESIGN TEAM

 Scott Burnham
 Aedis Architects
 333 West Santa Clara Street, Suite 900
 San Jose, California, 95113

Date: _____

**DSA PROJECT
INSPECTOR**

 Cameron Donahue
 TYR, Inc.
 18672 Florida St., Suite 302-D
 Huntington Beach, CA 92648

Date: _____

CONTRACTOR

 Scott Murray
 Murray Building, Inc.
 P.O. Box 2201
 Sonoma, CA 95476

Date: _____

OWNER

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

Date: _____

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: PURCHASE ORDER INCREASE TO THE LAVATORY
FOR TEMPORARY RESTROOM FACILITIES FOR THE
CAMPUS-WIDE INTERIOR REFRESH (PHASE 1B)
PROJECT

REQUESTED ACTION:

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

SUMMARY:

Board approval is requested to increase the Purchase Order for the rental of temporary ADA restroom facilities. These facilities are currently providing swing space restrooms for the Fairfield Campus as the Campus-Wide Interior Refresh (Phase 1B) Project is completed. An increase to the amount of this Purchase Order is necessary to accommodate additional service calls required due to higher than expected usage and to increase the lease by one month to better align with the duration of construction for Building 500 restrooms.

CONTINUED ON THE NEXT PAGE

STUDENT SUCCESS IMPACT:

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

Ed. Code: NA Board Policy: NA Estimated Fiscal Impact: \$21,990.00 Measure Q Funds

SUPERINTENDENT'S RECOMMENDATION:

☒ APPROVAL ☐ DISAPPROVAL
☐ NOT REQUIRED ☐ TABLE

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

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 863-7855

TELEPHONE NUMBER

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

VICE PRESIDENT APPROVAL

October 4, 2024

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

Kellie Sims Butler, Ph.D.
Superintendent-President

October 16, 2024

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

AGENDA ITEM 13.(j)
MEETING DATE October 16, 2024

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

TO: Members of the Governing Board

**SUBJECT: PURCHASE ORDER INCREASE TO THE LAVATORY
FOR TEMPORARY RESTROOM FACILITIES FOR THE
CAMPUS-WIDE INTERIOR REFRESH (PHASE 1B)
PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

The Board is asked to increase this Purchase Order to The Lavatory in an amount not to exceed \$21,990.00.

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

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

TO: Members of the Governing Board

**SUBJECT: AGREEMENT WITH HYUNDAI MOTOR AMERICA FOR
USE OF LEARNING MANAGEMENT SYSTEM**

REQUESTED ACTION:

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

SUMMARY:

Approval is requested for Solano Community College to participate in the Hyundai Performance Institute, Genesis Technician Academy. This agreement allows faculty and students in our Automotive Technology Program access to the Hyundai and Genesis Learning Management System (LMS) to deliver high quality technical education to students. This agreement provides students with a pathway to become Hyundai or Genesis Certified, provides discounts on automotive tools, and gives students access to the Hyundai Career site. There is no guarantee of employment upon certification. This agreement is valid through July 1, 2026.

STUDENT SUCCESS IMPACT:

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

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

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

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707 864-7117

TELEPHONE NUMBER

David Williams, Ph.D.
Academic Affairs

VICE PRESIDENT APPROVAL

October 3, 2024

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

KELLIE SIMS BUTLER, Ph.D.
Superintendent-President

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

HPITSP/GTSA AGREEMENT

This HPITSP/GTSA Agreement (“Agreement”), effective as of October 16, 2024 (the “Effective Date”), is by and between Solano Community College (“School”), and Hyundai Motor America, a California corporation (“HMA”). Intending to be legally bound, the parties hereby agree as follows:

1. DEFINITIONS

As used herein, the following terms shall have the following meanings:

- 1.1. **Learning Management System (“LMS”)** – Refers collectively to HPI-Techs.com and GenesisTechAcademy.com, the sites where Instructors and Students’ training access and progress is stored.
- 1.2. **LMS ID Creation Process Documentation (“Process Document”)** – A document created by HMA that provides instructions for creation of an LMS account, user management for Instructors, and Project expectations and benefits.
- 1.3. **Project** – Refers collectively to the Hyundai Performance Institute Technician Student Program (HPITSP) and Genesis Technician Student Academy (GTSA), as further described in Section 2.1 below.
- 1.4. **Student** – An individual currently enrolled as a student in School and who will participate in the Project.

2. PROJECT AND PROJECT OBJECTIVES

- 2.1. **Project.** The LMS was created in effort to improve the exposure of the Hyundai and Genesis brands to prospective technicians and create a foundational relationship with schools offering automotive requisites and/or electives. Through offering technical training courses to Students, HMA aims to enhance the learning experience of automotive Students to be successful within their career. This is part of a series of HMA and Genesis Motor America (“GMA”), a division of HMA, initiatives meant to create a pathway to increased support and investment into the future of the automotive technician career.
- 2.2. **Project Objectives.** The objectives for this Project are as follows:
 - 2.2.1. To increase the Hyundai and Genesis certification statuses of candidates prior to seeking employment within the Hyundai and Genesis brands;
 - 2.2.2. To remain competitive through brand and training immersion so Students can make an educated decision on which automotive original equipment manufacturer (“OEM”) they will pursue a career with; and
 - 2.2.3. Identify schools to increase overall efforts for recruitment, asset donation, and related support projects.

3. ACCESS AND USE OF THE LMS

- 3.1. HMA agrees to provide School with access to its proprietary LMS subject to the terms and conditions of this Agreement.
- 3.2. School shall have the non-exclusive, non-transferable right to access and use the LMS during the term of this Agreement for educational purposes only in accordance with this Agreement.
- 3.3. Students must be enrolled in and attend School to be eligible to utilize the LMS.
- 3.4. Students must use an accessible email address to create an account within the LMS as described in the Process Document to be provided by HMA to School.
- 3.5. Instructors are enrolled using their email addresses. One Instructor (or School-designated staff member) will be enrolled as an Admin for both LMS sites, or the School may elect to delegate separate Admins for each LMS site. Instructors will have access to the entire course catalogue upon initial LMS login after account creation is completed, as described in the Process Document.
- 3.6. Neither School nor Students will have access to OEM technical repair resources through the LMS. Any access to technical repair resources will require additional terms and conditions not associated with this Agreement.
- 3.7. School shall not, without the prior written consent of HMA, (a) modify, adapt, translate, or create derivative works based on the LMS; (b) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code; (c) distribute, sublicense, lease, lend, rent, or otherwise make the LMS available to third parties; (d) remove, alter, or obscure any proprietary notices or markings on the LMS.

4. CERTIFICATION PATHS

- 4.1. “Certification Path” refers to the courses assigned to Students to obtain “certified express” and “certified service tech” certification statuses within the Hyundai and/or Genesis brands.
- 4.2. Students are assigned the Certification Path of “Service Technician” on the LMS they request access to. Students will only be given access to one LMS site (a) until the assigned Certification Path is completed or (b) upon the Student’s request for access to the other LMS site and completion of at least ten (10) hours of training on the initially assigned LMS site. Students will gain access to the remainder of the technical training courses available in the catalogue upon completion of the assigned Certification Path courses. Students are encouraged to retain a copy of their course transcripts on the LMS at the conclusion of usage for their records.
- 4.3. Currently, and subject to change as HMA’s and GMA’s vision and requirements adapt to the evolving trade, the Service Technician Certification Path requirements are as follows:
 - 4.3.1. Hyundai – 46 web-based courses and 1 virtual instructor led training (“VILT”)*.
 - 4.3.2. Genesis – 54 web-based courses and 1 VILT*.

* The VILT is currently unavailable on the LMS and can only be completed upon employment at a Hyundai or Genesis dealership.

- 4.4. School recognizes that participation in the Project is voluntary and there is no guarantee of employment by HMA, GMA, or any Hyundai or Genesis dealership upon completion of any Certification Path.

5. Instructors

- 5.1. “Instructor” refers to a teacher or other administrative staff at School who helps facilitate the Project at their School.
- 5.2. Instructors must be employed by School. School shall notify HMA when an Instructor is no longer employed within the School and provide updated contact information for new Instructors.
- 5.3. Instructors are responsible for overseeing Agreement renewal and should request an updated Agreement no less than thirty (30) days prior to Agreement expiration to help prevent a lapse in LMS course availability for its Students.
- 5.4. Instructors are responsible for providing the Process Document to Students.
- 5.5. Within thirty (30) days of a Student’s non-enrollment in School, Instructors will deactivate such Student user in the LMS (such as for a Student who has graduated).

6. TERM

This Agreement commences on the Effective Date and will continue, unless earlier terminated in accordance with the provisions of this Agreement, until July 1, 2026 (“Term”). This Agreement may be terminated by either party at any time upon thirty (30) days prior written notice to the other party. HMA may immediately terminate this Agreement at any time for cause in the event of a breach of this Agreement by School.

7. TERMS OF USE

School acknowledges that it has read and will comply with the LMS Terms of Use, a copy of which is attached hereto as Attachment #1 and incorporated herein by reference.

8. CONFIDENTIALITY

School shall use that care which it uses to protect its confidential information but not less than a reasonable degree of care to protect any information or data disclosed to School by HMA, or on behalf of HMA, in connection with the Project (“Confidential Information”). Such confidentiality obligation shall be observed during the Term and for a period of five years following the termination or expiration of this Agreement. Except as specifically authorized in this Agreement, School shall not use, sell, publish or otherwise disclose to any third party any Confidential Information without the prior written consent of HMA.

9. NOTICES

Any notice, demand, request, consent, approval or communication either party desires or is required to give to the other party or any other person must be in writing and either served personally or sent by pre-paid, first-class mail or overnight delivery to the address set forth below. Either party may change its address by notifying the other party of the change of address in writing.

Notice will be deemed communicated upon receipt or in four (4) days from the date-stamped time of mailing if mailed as provided in this Section, whichever first occurs. Alternatively, either party may electronically transfer notices, provided that no electronic communication will be deemed communicated until telephonic confirmation of receipt by the individual addressee is received.

To HMA: Hyundai Motor America
10550 Talbert Ave
Fountain Valley, CA 92708
Attn: Emanuel King
Phone Number: (908) 705-3548
Email: emanuelking@hmausa.com

with a copy to (legal notices only): Hyundai Motor America
10550 Talbert Ave
Fountain Valley, CA 92708
Attn: Vice President,
Chief Legal Officer
Phone Number: (714) 965-3393
Email: legalnotice@hmausa.com

To School: Solano Community College
4000 Suisun Valley Road
Fairfield, CA 94534
Attn: David Williams, Ph.D.
Vice President,
Academic Affairs
Phone Number: (707) 864-7117
Email: david.williams@solano.edu

10. CORPORATE AUTHORITY

The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by so executing this Agreement the parties hereto are formally bound to the provisions of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

HMA:

SCHOOL:

Hyundai Motor America

Solano Community College

By: _____
Nicole Geenen
Director, Retail Experience & Training

By: _____
David Williams, Ph.D.
Vice President, Academic Affairs

ATTACHMENT #1 LMS TERMS OF USE

This page sets out the general terms and conditions for access to and use of the hpi- techs.com and genesistechacademy.com learning management systems (collectively, “LMS” or the “site”). By clicking “I ACCEPT” you acknowledge that you have read these terms and conditions and agree to be bound by them.

1. This LMS is owned and operated by Hyundai Motor America (“HMA”) and/or, in the case of certain features, its third-party service provider, and unless otherwise indicated the contents of the LMS are the property of HMA and are protected, without limitation, pursuant to U.S. copyright and trademark laws.
2. No material from the LMS may be copied, reproduced, republished, uploaded, posted, transmitted, or distributed in any way, except that educational institutions are permitted to use the materials solely for the development of educational resources, such as lab sheets, for their students. These educational resources may be shared with students for noncommercial educational purposes, provided you keep intact all copyright and proprietary notices on the materials.
3. The trademarks, copyright, database rights and other intellectual property rights in the site, and the information, content, material, or data that we display on the site belongs to HMA or its licensees and all such rights are reserved.
4. The LMS and its contents and materials are provided “as is”, “as available” and on a “with all faults” basis, without warranties of any kind either express or implied, and the entire risk as to the quality and performance of the LMS is with you.
5. HMA does not guarantee that the LMS, or any content on it, will always be available or be uninterrupted. HMA may suspend or withdraw or restrict the availability of all or any part of the site for business and operational reasons. HMA will not be liable to you if for any reason the site is unavailable or interrupted at any time or for any period.
6. You must treat your user identification code and password as confidential and personal to you. You must not disclose it to any third party.
7. HMA has the right to disable any user identification code or password at any time.
8. HMA does not guarantee that the site will be secure or free from bugs or viruses, however, HMA makes all reasonable effort to ensure the site will be secure.
9. You understand that the information contained in the LMS is confidential to HMA and you agree not to share any of the course materials or other content with any third parties.
10. Personal information may be collected from you when using the site. By providing your information, you agree to the sharing of your information with

HMA and its service providers. The Hyundai Motor America Privacy Policy is available at:
www.hyundaiusa.com/us/en/privacy-policy-page.

11. You understand that by taking LMS courses and completing the certification program, there is no guarantee of employment by HMA, Genesis Motor America, or any Hyundai or Genesis dealership.
12. HMA may terminate your access to the LMS at any time.

Hyundai & Genesis Complimentary Learning Management System (LMS) is now available for your education center!*

Designed to provide aspiring technicians a pathway to become Hyundai or Genesis Certified, by offering exclusive access to our technical training web-based catalogue.

☐ No minimum usage requirements or penalties

☐ No obligation to place students at a dealer

☐ Can be used as a curriculum supplement

☐ Low effort for implementation and management on staff

For more information, contact **Emanue’l King @ emanuelking@hmausa.com** or **Andy Bodjanac @ abodjanac@hmausa.com**



Invest ~13 hours to complete 46 courses & achieve 99% of the Certified Service Technician Path (1 Tier Above Express)

☐ Simple process for course transfers once gainfully employed**

☐ SonicTools discounts may be available for all students enrolled

☐ Access to our Hyundai Career site to upload resumes and apply to open positions

☐ Students & Instructors are eligible to win swag prizes from our surprise engagement promotions (launching soon). See *promotion program rules, once published, for more information and exclusions.*



Invest ~13.5 hours to complete 54 courses & achieve 99% of the Certified Service Technician Path (1 Tier Above Express)

☐ Simple process for course transfers once gainfully employed**

☐ SonicTools discounts may be available for all students enrolled

☐ Access to our Hyundai Career site to upload resumes and apply to open positions

☐ Students & Instructors are eligible to win swag prizes from our surprise engagement promotions (launching soon). See *promotion program rules, once published, for more information and exclusions.*

*Participating schools are required to sign an LMS program agreement with Hyundai Motor America (HMA). LMS access is subject to HMA's Terms of Use.

**There is no guarantee of employment by HMA, Genesis Motor America, or any Hyundai or Genesis dealership, upon completion of any Certification Path.

AGENDA ITEM 13.(l)
MEETING DATE October 16, 2024

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT RENEWAL FOR CHILD DEVELOPMENT
SERVICES – CALIFORNIA STATE PRESCHOOL PROGRAM
(CSPP)**

REQUESTED ACTION:

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

SUMMARY: To be considered for continued funding for fiscal year 2025-2026, contractors must submit a continued funding application. The submission of the application indicates the District's intention to automatically renew the California State Preschool Program local agreement for child development services.

STUDENT SUCCESS IMPACT:

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

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

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

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 864-7159

TELEPHONE NUMBER

Lisa Neeley, M.F.A.

VICE PRESIDENT APPROVAL

October 3, 2024

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

Kellie Sims Butler, Ph.D
Superintendent-President

October 16, 2024

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

RESOLUTION AUTHORIZING CONTINUED FUNDING APPLICATION

This resolution is adopted to certify approval of the Governing Board to submit the Continued Funding Application (CFA) to the California Department of Education (CDE). If the CFA is approved by the CDE, the agency’s current California State Preschool Program contract and Prekindergarten and Family Literacy Support contract, if applicable, will be automatically renewed for fiscal year (FY) 2025–26. This resolution further authorizes the designated representative(s) below to sign the CFA and all related FY 2025–26 contract documents.

RESOLUTION

BE IT RESOLVED that the Governing Board of

authorizes that the person/s listed below, is/are authorized to sign the FY 2025–26 CFA and all related contract documents for the Governing Board.

NAME/S OF AUTHORIZED REPRESENTATIVE/S	TITLE/S

PASSED AND ADOPTED THIS _____ day of _____ (month year), by the Governing Board of _____ of _____ County, in the State of California.

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

(Clerk's Signature)

(Date)

CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION

Pursuant to Public Contract Code section 2010, if a bidder or proposer executes or renews a contract in the amount of \$100,000 or more on or after January 1, 2017, the bidder or proposer hereby certifies compliance with the following:

1. **CALIFORNIA CIVIL RIGHTS LAWS:** For contracts \$100,000 or more, executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. **EMPLOYER DISCRIMINATORY POLICIES:** For contracts \$100,000 or more, executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

1. Proposer/Bidder Firm Name (Printed):
2. Federal ID Number:
3. By (Authorized Signature):
4. Printed Name and Title of Person Signing:
5. Date Executed:
6. Executed in the County and State of:

Contractor Certification Clauses

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	Federal ID Number
---------------------------------------	-------------------

By (Authorized Signature)

Printed Name and Title of Person Signing

Date Executed	Executed in the County of
---------------	---------------------------

CONTRACTOR CERTIFICATION CLAUSES

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

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

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

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

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

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

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

6. SWEATFREE CODE OF CONDUCT:

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

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably

required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

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

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

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

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

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

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

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

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and

Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

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

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

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

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

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

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

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

FEDERAL CERTIFICATIONS

CO.8 (REV. 06/20)

California Department of Education

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

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

1. LOBBYING

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

- (a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement:
- (b) If any funds other than federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an employee of Congress, or any employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with this instruction;
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

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

A. The applicant certifies that it and its principals:

- (a) Are not presently debarred, suspended proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency:
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction violation of federal or State antitrust statutes or commission of embezzlement,

theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

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

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

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

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

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

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

B. The grantee shall insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check if there are workplaces on file that are not identified here.

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

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

- a. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant, and
- b. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Director, Grants and contracts Service, U.S. department of Education, 400 Maryland Avenue, S.W. (Room 3124, GSA Regional Office Building No. 3) Washington, DC 20202-4571. Notice shall include the identification numbers(s) of each affected grant.

ENVIRONMENTAL TOBACCO SMOKE ACT

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

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

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

FISCAL YEAR 2025-26

CONTRACTOR NAME

VENDOR ID NUMBER

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE