

**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

Regular Interim Assignment

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Murrell Green	Interim Dean of Counseling	11/21/24-12/31/25 (Revised)

Part-Time Adjunct Assignment

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Jeffrey Hamby	Adjunct Instructor – Theater Costume Design (not to exceed 67%)	01/09/25-05/22/25
Briana Forgie	Adjunct Instructor – Photography (not to exceed 67%)	01/09/25-05/22/25
Satomi Zukeran	Adjunct Instructor – Graphic Design (not to exceed 67%)	01/09/25-05/22/25

Change in Assignment

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Zachary Hammond	From Financial Aid Specialist to Financial Aid Systems Analyst	12/05/2024

Out of Class Assignment

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Brittani Coner	Financial Aid Specialist	12/01/24-06/30/25

Salvatore Abbate
Human Resources

November 22, 2024
Date Submitted

Kellie Sims Butler, Ph.D.
Superintendent-President

December 4, 2024
Date Approved

SOLANO COMMUNITY COLLEGE HUMAN RESOURCES CONSENT CALENDAR
 Governing Board Meeting
 December 4, 2024
 Page 2

District Resignation

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Adrian Maldonado	Administrative Asst IV- Math & Sciences - 10 months 1 year, 7 months of service with SCC	11/27/2024

Professional Expert

<u>Name</u>	<u>Assignment</u>	<u>Fund/Grant</u>	<u>Effective</u>	<u>Amount</u>
Adrian Hairston	Classroom Assistant Health Science	General	08/12/24-11/26/24	NTE \$445.00
Angel Adam Iqueda	Classroom Assistant Health Science	General	08/12/24-11/26/24	NTE \$445.00

Short-Term/Temporary/Substitute

<u>Name</u>	<u>Assignment</u>	<u>Fund/Grant</u>	<u>Effective</u>	<u>Amount</u>
Pritpal Dhani	JLA – EMT	General	02/06/25-06/30/25	\$26.00/hr.
Taylor Hagy	JLA – Fire Academy	General	02/06/25-06/30/25	\$26.00/hr.
Keely Heil	Cosmetology Lab Tech	Strong Workforce	01/03/25-05/30/25	\$18.11/hr.
Aaron Mendoza	JLA – Fire Academy	General	02/06/25-06/30/25	\$26.00/hr.

**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>
Diligent Corporation	Annual subscription fees for the Diligent Community Platform, Committees, and Policy Publisher for Diligent Community applications.	11/21/24-06/30/25	Not to Exceed \$22,400.00

PERSONAL SERVICES AGREEMENTS

**Student Services
Lisa Neeley, Vice President**

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Davin's Interpreting Services	Increase to existing PSA approved on 7/17/24 from \$25,000 to a total of \$50,000 for ASL interpretation services; extending to 6/30/25.	08/01/24-06/30/25	Not to Exceed \$50,000.00
Eaton Interpreting	Increase to existing PSA approved on 7/17/24 from \$25,000 to a total of \$50,000 for ASL interpretation services; extending to 6/30/25.	08/01/24-06/30/25	Not to Exceed \$50,000.00
Interpreting Consulting Services	Increase to existing PSA approved on 7/17/24 from \$150,000 to a total of \$250,000 for ASL interpretation services; extending to 6/30/25.	08/01/24-06/30/25	Not to Exceed \$250,000.00

Susan Wheat
Vice President,
Finance & Administration

November 22, 2024
Date Submitted

Kellie Sims Butler, Ph.D.
Superintendent-President

December 4, 2024
Date Approved

PERSONAL SERVICES AGREEMENTS

**Academic Affairs
David Williams, Vice President**

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Pacific Sierra Board of Officials	Vendor to provide officiating, line judging, scoring, and referee services for the Bay Valley Women's Volleyball Playoff game	11/26/24-11/26/24	Not to Exceed \$725.00

**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>
Unknown	Map File Drawer (Quantity 2)	Room 301	Unknown
Unknown	Tray Drawers (Quantity 3)	Room 301	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

November 22, 2024

Date Submitted

December 4, 2024

Date Approved



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

It is requested that the equipment inventory records for the listed equipment be adjusted as follows:

(Check only one)

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

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

Comment:	
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Asset No.	Description	For Surplus Items Only	
		Building No.	Room No.
N/A	Map File Drawer	300	301
N/A	Map File Drawer	300	301
N/A	Tray Drawers	300	301
N/A	Tray Drawers	300	301
N/A	Tray Drawers	300	301

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

Action Performed by: Jason Yi Date 11/21/24

Division or Organizational Unit: Facilities

Approved by: _____ Date _____
Unit Manager or Division Dean

For District Facilities Office Use

For Surplus Items:

Board authorization to sell _____

Invoice/receipt number and date _____

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

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: NOTICE OF COMPLETION FOR CONSTRUCTION
SERVICES FOR THE FAIRFIELD CAMPUS EARLY
LEARNING CENTER PROJECT

REQUESTED ACTION:

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

SUMMARY:

Board approval is requested for the Fairfield Campus Early Learning Center Project Notice of Completion. On October 19, 2022, a contract for the amount of \$1,374,225.00 was awarded to MBC Enterprises, Inc. for the Fairfield Campus Early Learning Center Project. The scope of work included the installation of a modular building and all associated site work.

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

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

STUDENT SUCCESS IMPACT:

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

Ed. Code: N/A	Board Policy: N/A	Estimated Fiscal Impact: \$0
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SUPERINTENDENT'S RECOMMENDATION:

☒ APPROVAL ☐ DISAPPROVAL
☐ NOT REQUIRED ☐ TABLE

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

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

ADDRESS

(707) 863-7855

TELEPHONE NUMBER

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

VICE PRESIDENT APPROVAL

November 25, 2024

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

Kellie Sims Butler, Ph.D.
Superintendent-President

December 4, 2024

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

When recorded mail to:

Lucky Lofton, V.P, Facilities & Executive Bonds Manager
Solano Community College District
4000 Suisun Valley Road
Fairfield, CA 94534

Notice of Completion

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

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

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

NAMES

ADDRESSES

-
6. Work of modernization on the property hereinafter described was completed on: 12/04/2024
 7. The Project Name is: Fairfield Campus Early Learning Center Project
 8. DSA Number (if applicable): 02-120119
 9. The contractor for such work of modernization is: MBC Enterprises Inc.
 10. The name of the contractor's Surety Co. is: American Contractors Indemnity Company
 11. The date of contract between the contractor and the above owner is: 10/19/2022
 12. The street address of said property is: 4000 Suisun Valley Road, Fairfield, California 94534
 13. APN #: 0027-242-110
 14. The property on which said work of modernization was completed is in the City of Fairfield, County of Solano, State of California, and is described as follows: Sitework and related utilities for modular building purchased by District. Includes Tenant Improvement work at building.

Date

Signature of Owner – Kellie Sims Butler, Ph.D.
Solano Community College District

Verification

I, undersigned, say:

I am _____

(“President,” “Owner,” “Manager,” etc.)

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

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

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

AGENDA ITEM 12.(a)
MEETING DATE December 4, 2024

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

TO: Members of the Governing Board

**SUBJECT: RESOLUTION NO. 24/25-10 RECOGNIZING TRUSTEE AMANDA
LOPEZ-LARA FOR DISTINGUISHED SERVICE TO THE
SOLANO COMMUNITY COLLEGE DISTRICT**

REQUESTED ACTION:

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

SUMMARY: Board approval is being requested for Resolution No. 24/25-10 for Amanda Lopez-Lara distinguished service to the Solano Community College District.

STUDENT SUCCESS IMPACT:

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

<i>Ed. Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact:</i>
SUPERINTENDENT'S RECOMMENDATION:		<input checked="" type="checkbox"/> APPROVAL <input type="checkbox"/> DISAPPROVAL <input type="checkbox"/> NOT REQUIRED <input type="checkbox"/> TABLE
Kellie Sims, Butler, Ph.D. Superintendent-President		
PRESENTER'S NAME		
4000 Suisun Valley Road Fairfield, CA 94534		
ADDRESS		Kellie Sims Butler, Ph.D. Superintendent-President
(707) 864-7299		
TELEPHONE NUMBER		
VICE PRESIDENT APPROVAL		December 4, 2024
December 3, 2024		DATE APPROVED BY
DATE SUBMITTED TO		SUPERINTENDENT-PRESIDENT
SUPERINTENDENT-PRESIDENT		

**RECOGNIZING TRUSTEE AMANDA LOPEZ-LARA FOR DISTINGUISHED
SERVICE TO THE SOLANO COMMUNITY COLLEGE DISTRICT**

RESOLUTION NO. 24/25-10

WHEREAS, Trustee Lopez-Lara has served as a valued member of the Board of Trustees of Solano Community College District since December 2022, demonstrating unwavering commitment to the mission and vision of our college;

WHEREAS, for the last year, Trustee Lopez-Lara has held the position of Vice President of the Board, providing exemplary leadership and guidance that has significantly contributed to the advancement of our college and the betterment of our region;

WHEREAS, Trustee Lopez-Lara has consistently advocated for students, faculty, and staff, ensuring that Solano Community College District remains a beacon of opportunity and excellence in education in Solano County;

WHEREAS, under Trustee Lopez-Lara's stewardship, numerous initiatives have been launched to enhance educational programs, increase community engagement, and promote inclusive practices that benefit all members of our college community;

WHEREAS, Trustee Lopez-Lara's dedication to public service and passion for education have inspired peers, faculty, staff and students, fostering a culture of excellence, equity, innovation and inclusion at Solano Community College District;

THEREFORE, BE IT RESOLVED that the Governing Board of the Solano Community College District expresses its heartfelt gratitude to Trustee Lopez-Lara for her extraordinary service, leadership, and commitment to enhancing access to education and community engagement;

BE IT FURTHER RESOLVED that a copy of this resolution be presented to Trustee Lopez-Lara as a token of our appreciation and recognition of her invaluable contributions to Solano Community College District and the Solano County community.

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

Denis Honeychurch, J.D.
Board President

Kellie Sims Butler, Ph.D.
Board Secretary

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

TO: Members of the Governing Board

SUBJECT: CHANGE TO TEMPORARY CSEA SALARY SCHEDULE

REQUESTED ACTION:

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

SUMMARY:

The Temporary CSEA Salary Schedule is being presented to the Governing Board for approval. Changes to the schedule include California changes in minimum wage and are effective January 1, 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: 87801/ 87802/ 88162/ 88163 Board Policy: 4150 Estimated Fiscal Impact: Unknown

SUPERINTENDENT'S RECOMMENDATION:

☒ APPROVAL ☐ DISAPPROVAL
☐ NOT REQUIRED ☐ TABLE

Salvatore Abbate
Human Resources

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7281

TELEPHONE NUMBER

VICE PRESIDENT APPROVAL

November 22, 2024

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

December 4, 2024

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

UPDATED 2024-2025 CSEA SHORT -TERM PROJECT/SUBSTITUTE SALARY SCHEDULE EFFECTIVE 01/01/2025

Title	Rate of Pay	Title	Rate of Pay
Child Care Food Program Assistant	\$18.00	Photography Lab Technician	\$20.75
		Purchasing Technician	\$20.75
Instructional Lab Assistant	\$18.00	Admission & Records Technician	\$20.75
Administrative Assistant I	\$18.59	Accounting Technician	\$21.62
Clerical Specialist	\$18.59	Admissions & Records Analyst	\$21.62
Cosmetology Lab Assistant	\$18.59	Career & Job Placement Coordinator	\$21.62
Instructional Lab Assistant	\$18.59	Curriculum Analyst	\$21.62
Occupational ED Assistant	\$18.59	Financial Aid Specialist	\$21.62
Student Services Assistant I	\$18.59	Research Analyst/Res. & Plan	\$21.62
		Student Affairs Specialist	\$21.62
		Executive Assistant	\$21.62
Administrative Assistant II	\$18.90		
Cashier	\$18.90	EOPS/CARE Coordinator	\$22.58
Instructional Lab Assistant II	\$18.90	Financial Aid Systems Analyst	\$22.58
		Payroll Generalist	\$22.58
Account Clerk	\$19.11	Transfer Center/ Articulation Coordinator	\$22.58
Aeronautics Lab Technician	\$19.11	Veterans Affairs Coordinator	\$22.58
Cosmetology lab Technician	\$19.11	Purchasing Generalist/Buyer	\$22.58
Early Learning Center Assistant	\$19.11		
Administrative Assistant III	\$19.91	Enterprise Resource Analyst	\$23.51
Customer Support Technician	\$19.91	Technology Specialist	\$23.51
DSP Speacialist	\$19.91	Learning Resources Technician II	\$23.51
Payroll Assistant	\$19.91		
Administrative Assistant Dept. of Public Safety	\$19.91	ELC Program Assistant Director	\$24.47
Student Services Assistant II / ASC	\$19.91	Alt. Media Specialist	\$24.47
Student Services Assistant II / Fin. Aid	\$19.91		
Student Services Generalist	\$19.91	Accountant	\$25.61
T.V./Cinematography Lab Technician	\$19.91		
Learning Resource Technician	\$19.91	Principal Research & Data Analyst	\$26.77
		Senior Information Reporter	\$26.77
Administrative Assistant IV	\$20.75	Webmaster	\$26.77
Art Lab Technician	\$20.75		
Facilities Operations Assistant	\$20.75	Information Analyst	\$27.98
ASTC Specialist	\$20.75	Technology Specialist Lead	\$27.98
ELC Programs Specialist	\$20.75		
Outreach Specialist	\$20.75	Info Analyst/Databse Administrator/Lead	\$33.30

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

TO: Members of the Governing Board

**SUBJECT: CHANGE TO SHORT-TERM, SEASONAL, PERIODIC,
STUDENT WORKER AND TEMPORARY SALARY
SCHEDULES**

REQUESTED ACTION:

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

SUMMARY:

The Short-term, Seasonal, Periodic, Student Worker, and Temporary Salary Schedules are being presented to the Governing Board for approval. Changes to the schedule include California changes in minimum wage and are effective January 1, 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: 87801, 878802, 88163 Board Policy: 4150 Estimated Fiscal Impact: Unknown

SUPERINTENDENT'S RECOMMENDATION:

☒ APPROVAL ☐ DISAPPROVAL
☐ NOT REQUIRED ☐ TABLE

Salvatore Abbate
Human Resources

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7281

TELEPHONE NUMBER

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

VICE PRESIDENT APPROVAL

November 22, 2024

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

December 4, 2024

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

SOLANO COMMUNITY COLLEGE
Short-term, Seasonal, Periodic and Student Worker Salary Schedule
Effective 01/01/25

Seasonal and Periodic

Assistant Athletic Coach	\$18.00
Athletic Onsite Administrator	\$36.50
Driver	\$18.00
Journey Level Assistant	\$26.00
Lifeguard	\$18.00
Note taker	\$52.25 per semester
Public Safety Officer	\$26.00
Registration Aide	\$18.00
Special Projects	\$30.00-\$80.00 (in \$5.00 increments)
Sworn Public Safety Sergeant	\$41.75
Teaching Apprentice	\$22.00
Theatre staff:	
Box Office Clerk/House Manager	\$18.00
Production/Theatre Assistant	\$18.00
Theatre Event Technician	\$18.75
Senior Stage Technician	\$19.25

Student Workers

<u>All Student Workers</u>	\$18.00
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The following Student Worker Positions have designated ranges. The higher pay rate and minimum qualifications are determined by the manager:

Early Learning Center Staff:

Aides	\$18.00
Intern	\$19.00
Lab Assistant	\$20.50

Disabled Services Program:

Adapted PE Assistant	\$18.00
Mobility Assistant	\$18.00

<u>ASTC Tutors:</u>	\$18.25
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**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM**

TO: Members of the Governing Board

**SUBJECT: CHANGE TO TEMPORARY LOCAL 39/OPERATING
ENGINEERS SALARY SCHEDULE**

REQUESTED ACTION:

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

SUMMARY:

The Temporary Local 39 Operating Engineers Salary Schedule is being presented to the Governing Board for approval. Changes to the schedule include California changes in minimum wage and is effective January 1, 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: 87801, 87802, 88162, 88163 Board Policy: 4150 Estimated Fiscal Impact: Unknown

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

Salvatore Abbate
Human Resources

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7281

TELEPHONE NUMBER

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

VICE PRESIDENT APPROVAL

November 22, 2024

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

December 4, 2024

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

2024 - 2025 updated
LOCAL 39/OPERATING ENGINEERS SHORT-TERM PROJECT/
TEMPORARY/SUBSTITUTE
Effective 01/01/2025

POSITION	RATE OF PAY
Custodian	\$18.00
Courier	\$18.00
General Maintenance Worker	\$18.00
Grounds Maintenance Technician	\$18.00
Kinesiology/Athletic Assistant	\$18.00
Theater Technician	\$18.00
Lead Custodian	\$18.00
Warehouse Operator	\$18.00
Theater Production Technician	\$18.74
Athletic Trainer	\$20.33
Anatomy/Physiology Lab Tech	\$21.17
Automotive Lab Technician	\$21.17
Biology Lab Technician	\$21.17
Biotechnology Lab Technician	\$21.17
Chemistry Lab Technician	\$21.17
Physical Science /Engineering Lab Technician	\$21.17
Science Lab Technician	\$21.17
Welding Lab Technician	\$21.17
Carpenter	\$23.05
Electrician	\$23.05
Maintenance Engineer	\$23.05
Lead Carpenter	\$24.03
Lead Engineer	\$24.03
Vehicle & Equip. Mechanic	\$24.03
Telecommunications Network Technician	\$27.64
Telecommunications Network Engineer	\$28.63

Board Approved: 12/04/24

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

TO: Members of the Governing Board

**SUBJECT: CHANGE TO TEMPORARY INTERPRETER SALARY
SCHEDULE**

REQUESTED ACTION:

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

SUMMARY:

The Temporary Interpreter Salary Schedule is being presented to the Governing Board for approval. Changes to the schedule include California changes in minimum wage and are effective January 1, 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: 87801, 87802, 88162 Board Policy: 4150 Estimated Fiscal Impact: Unknown

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

Salvatore Abbate
Human Resources

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7281

TELEPHONE NUMBER

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

VICE PRESIDENT APPROVAL

November 22, 2024

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

December 4, 2024

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

SOLANO COMMUNITY COLLEGE
Temporary Interpreter Salary Schedule
Effective 01/01/2025

<u>Title</u>	<u>Level I</u>	<u>Level II</u>	<u>Level III</u>
Beginning Interpreter	\$18.00	\$18.50	-----
Intermediate Interpreter	\$18.75	\$19.75	\$20.25
Advanced Interpreter	\$22.00	\$24.00	\$26.25
Intern	\$27.25	-----	-----

Temporary Interpreter Salary Schedule Requirements

<u>Level</u>	<u>Educational Requirements</u>		<u>Skills / Education</u>
Beginning Interpreter	ASL 2 eligible (or) demonstrated competency for this level of placement.	and	Satisfactory skills assessment for this level.
Intermediate Interpreter	ASL 3 eligible and documentation of interaction and/or contact with the Deaf community (or) demonstrated equivalent skill.	and	Range advancement at discretion of manager is contingent upon completion of additional skills enhancement training and a skills assessment evaluation.
Advanced Interpreter	ASL 4 eligible and documentation of interaction and/or long-term contact with the Deaf community (or) satisfactory skills assessment evaluation for this level.	and	Range advancement at discretion of manager is contingent upon completion of additional skills enhancement training and a skills assessment evaluation.
Intern	Completion of ASL certificate (or) AA degree in ASL.	and	Satisfactory skills assessment for this level.

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

TO: Members of the Governing Board

**SUBJECT: MEASURE Q BOND PROJECT INITIATION – HYDRONIC
DISTRIBUTION SYSTEM (UNDERGROUND HYDRONIC
CHILLED AND HOT WATER LOOPS)**

REQUESTED ACTION:

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

SUMMARY:

Board approval is requested for initiation of the Hydronic Distribution System Project. Work done as part of this project includes assessment, design, and construction of repairs to and replacement of failing and/or aging system components of the Fairfield Campus' hydronic loops system. On December 17, 2021, the Board approved Bond Spending Plan Update #22, which included the addition of a new infrastructure improvement project, "Underground Hydr(o)nic Chilled and Hot Water Loops". During construction of the Central Plant Replacement Project, various leaks in the hydronic loops have been discovered, and it is imperative to begin this project at this time. The Board is asked to approve the initiation of the Hydronic Distribution System Project as described in the attached Project Initiation Form.

STUDENT SUCCESS IMPACT:

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

Ed. Code: NA Board Policy: NA Estimated Fiscal Impact: NA

SUPERINTENDENT'S RECOMMENDATION:

☒ APPROVAL ☐ DISAPPROVAL
☐ NOT REQUIRED ☐ TABLE

Lucky Lofton
VP, Facilities and Executive Bonds Manager

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 863-7855

TELEPHONE NUMBER

Lucky Lofton
VP, Facilities and Executive Bonds Manager

VICE PRESIDENT APPROVAL

November 25, 2024

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

Kellie Sims Butler, Ph.D.
Superintendent-President

December 4, 2024

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**



**SOLANO CCD CAPITAL IMPROVEMENT PROGRAM
Project Initiation Form**

Campus:	Fairfield	Date:	12/04/04
Building Name(s):	N/A	Project No.:	TBD
Project Name:	Hydronic Distribution System (Underground Hydronic Chilled and Hot Water Loops)		
Project Scope:	<u>This project will address several leaks identified in the hydronic distribution systems serving the campus. It is anticipated that the scope of work on this project will allow the District to repair and replace system components that are failing or have reached a point of needing replacement. The project includes the following components: assessment, design and construction.</u>		
Project Cost Estimate:	\$ 500,000	Building Square Footage:	N/A
Construction Cost Estimate:	TBD	Construction Cost/Sq. Ft.:	N/A
Funding Source(s):	Measure Q Bond Funds		
Design Consultant:	To Be Determined		
Design Start Date:	December 2024 (study/assessment)		
Construction Start/End Schedule:	January 2026 / December 2027		
Delivery Method:	To Be Determined		
Comments:	<u>Project is part of the June 5, 2024 Board approved Measure Q Bond Spending Plan.</u>		
KCEM Project Manager	Noe Ramos		
Submitted by:	<div style="text-align: center;"> Priscilla Meckley Program Director, Kitchell CEM </div>		
PROJECT AUTHORIZATION			
<div style="text-align: center;"> Priscilla Meckley Program Director Kitchell CEM </div>		<div style="text-align: center;"> Lucky Lofton VP, Facilities & Executive Bonds Manager Solano Community College District </div>	

PLEASE NOTE: This PIF (Project Initiation Form) is provided at the onset of a large stand-alone project or for a bond spending plan category when a new tranche is established. This form summarizes the overall intent for the project or bond spending plan category prior to the start of the work. It is expected that (after initiation) scope, schedule and budget will likely change as the work is done. This PIF is not resubmitted to reflect these changes, if and when they occur, as Board of Trustees are informed of and take action upon (per policy and procedures) project and program work as it progresses.

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AWARD TO SALAS O'BRIEN FOR
PROFESSIONAL SERVICES FOR THE FAIRFIELD
CAMPUS HYDRONIC DISTRIBUTION SYSTEM STUDY**

REQUESTED ACTION:

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

SUMMARY:

Board approval is requested for the award of a professional services contract to Salas O'Brien for professional services for the Hydronic Distribution System Study for the Fairfield Campus. The scope of work for this study is to develop a Condition Assessment Report of the Fairfield Campus Hydronic Distribution System, which will provide a path forward in defining a future Hydronic Distribution System Repair 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: \$330,200.00 Measure Q Bond 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

November 25, 2024

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

Kellie Sims Butler, Ph.D.
Superintendent-President

December 4, 2024

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AWARD TO SALAS O'BRIEN FOR
PROFESSIONAL SERVICES FOR THE FAIRFIELD
CAMPUS HYDRONIC DISTRIBUTION SYSTEM STUDY**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

The scope of work for the consultant will result in the preparation of a final report providing a discussion of options and quantifying and conceptualizing a plan for further project development.

The goal of this study will be to assist the District in evaluating the existing Hydronic Distribution System servicing the Fairfield Campus. As part of the ongoing Central Plant Replacement project, several leaks in the hydronic loop system throughout campus have been identified, in both the Heating Hot Water (HHW) and Chiller Water (CHW) lines. The Consultant's effort will include defining construction sequencing options, cost estimating, selective trenching, non-invasive forensics, pre-schematic drawings, and a final report of the findings.

A proposal was requested from Salas O'Brien based upon their qualifications and experience on the District's recent projects. Salas O'Brien is listed on the District's pre-qualified pool of mechanical engineering firms. Salas O'Brien's proposal was reviewed and is appropriate for the scope of work requested.

The Board is asked to approve a professional services contract to Salas O'Brien, in the amount not to exceed \$330,200.00.

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: CONTRACT AWARD TO INTEGRATED GLASS
CONCEPTS, INC. FOR CONSTRUCTION SERVICES FOR
THE BUILDING 2700 ADA AUTOMATIC DOOR
OPERATOR PROJECT

REQUESTED ACTION:

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

SUMMARY:

Board approval is requested for award of a construction services contract to Integrated Glass Concepts, Inc. for the Building 2700 ADA Automatic Door Operator Project located on the Fairfield Campus. The project consists of installing four (4) ADA automatic door operators at select locations in Building 2700 to improve accessibility.

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 classroom or related College facilities

Ed. Code: NA Board Policy: NA Estimated Fiscal Impact: \$46,429.33 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

November 25, 2024

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

Kellie Sims Butler, Ph.D.
Superintendent-President

December 4, 2024

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AWARD TO INTEGRATED GLASS
CONCEPTS, INC. FOR CONSTRUCTION SERVICES FOR
THE BUILDING 2700 ADA AUTOMATIC DOOR
OPERATOR PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

A proposal was requested from Integrated Glass Concepts, Inc., a vendor on the District's Pre-Approved contractor list for the District's Board-Approved CUPCCAA (California Uniform Public Construction Cost Accounting Act) Program. Based upon the submitted proposal, Integrated Glass Concepts, Inc.'s pricing was determined to be fair and appropriate for the scope of work requested.

The Board is asked to approve a contract with Integrated Glass Concepts, Inc. in the amount of \$46,429.33.

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

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: CONTRACT AMENDMENT #3 TO AEDIS ARCHITECTS
FOR ADDITIONAL PROFESSIONAL SERVICES FOR THE
BUILDING 1600 MODERNIZATION PROJECT

REQUESTED ACTION:

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

SUMMARY:

On June 21, 2023, the Board approved a professional services contract to Aedis Architects for architectural services for the Fairfield Campus Building 1600 Modernization Project. On September 20, 2023, and July 17, 2024, the Board approved Amendments #1 and #2 to increase the original professional services agreement with Aedis Architects for additional services.

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: \$19,920.00 Measure Q Funds

SUPERINTENDENT'S RECOMMENDATION:

☒ APPROVAL ☐ DISAPPROVAL
☐ NOT REQUIRED ☐ TABLE

Lucky Lofton
VP, Facilities & Executive Bonds Manager

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 863-7855

TELEPHONE NUMBER

Lucky Lofton
VP, Facilities & Executive Bonds Manager

VICE PRESIDENT APPROVAL

November 25, 2024

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

Kellie Sims Butler, Ph.D.
Superintendent-President

December 4, 2024

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AMENDMENT #3 TO AEDIS ARCHITECTS
FOR ADDITIONAL PROFESSIONAL SERVICES FOR THE
BUILDING 1600 MODERNIZATION PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

Board approval is now requested for Amendment #3 additional design services needed for additional project scope.

The Building 1600 Modernization Project needed to be rebid. In order to complete a new bidding effort, the consultant needs to perform additional bidding support services. This includes addressing new Bid Phase RFI(s), coordination with the bond team on the rebid effort, and the development of a conformed set of bid documents. In addition to the items noted above, the Consultant will also provide Furniture Fixtures & Equipment (FF&E) Design Services. The scope will include layout, furniture and finish selections, and coordination with manufacturers.

The additional design work needed to complete this scope of work is beyond the original design scope of the Architect.

\$ 858,250.00 Original Contract Amount
\$ 40,425.00 Approved Amendment No. 1
\$ 25,245.00 Approved Amendment No. 2
\$ 19,920.00 Proposed Amendment No. 3
\$ 943,840.00 Proposed New Contract Amount

The Board is asked to approve this contract Amendment #3 to Aedis Architects in an amount not to exceed \$19,920.00.

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: RESOLUTION NO. 24/25-09 TO RATIFY AMENDMENT
NO. 01 PREQUALIFICATION PROCESS FOR PRIME
CONTRACTORS PURSUANT TO PUBLIC CONTRACT
CODE SECTION 20651.5 FOR THE BUILDING 1600
MODERNIZATION PROJECT

REQUESTED ACTION:

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

SUMMARY:

Public Contract Code section 20651.5 allows the District to require contractors to “prequalify” for District projects.

CONTINUED THE NEXT PAGE

STUDENT SUCCESS IMPACT:

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

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

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

Lucky Lofton
VP, Facilities & Executive Bonds Manager

PRESENTER’S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 863-7855

TELEPHONE NUMBER

Lucky Lofton
VP, Facilities & Executive Bonds Manager

VICE PRESIDENT APPROVAL

November 25, 2024

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

Kellie Sims Butler, Ph.D.
Superintendent-President

December 4, 2024
**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: RESOLUTION NO. 24/25-09 TO RATIFY AMENDMENT
NO. 01 PREQUALIFICATION PROCESS FOR PRIME
CONTRACTORS PURSUANT TO PUBLIC CONTRACT
CODE SECTION 20651.5 FOR THE BUILDING 1600
MODERNIZATION PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

This process is intended to create a responsible and responsive pool of contractors, while preserving competition and fostering a level playing field. Further, by ensuring that the potential contractors all meet minimum requirements designated by the public entity, this process also decreases the District's exposure to undue risk, e.g., contractor default, defective work, claims, and skewed bid results.

On September 4, 2024, the Board approved prequalification procedures for prime contractors for the District's Building 1600 Modernization Project and authorize District staff to proceed with the prequalification process in compliance with Public Contract Code section 20651.5. After receiving applications for prequalification, it became necessary to adjust the Questionnaire and Rating System for the project. District staff is requesting that the Board ratify Amendment No. 01 to the Prequalification Process. Although deadline for submissions in response to Amendment No. 01 was extended to November 26, 2024, so as to mitigate any delay to the project schedule, any application submitted will not be evaluated until after the Board ratifies Amendment No. 01.

The following Prequalification documents are attached hereto:

- Resolution No. 24/25-09 of Solano Community College District Adopting Amendment No. 01 to the Prequalification Process for Prime Contractors Pursuant to Public Contract Code Section 20651.5 for the Building 1600 Modernization Project.

RECOMMENDATION:

The Superintendent-President recommends that the Board approve, pass, and adopt Resolution No. 24/25-09 adopting Amendment No. 01 to the Prequalification Process for Prime Contractors Pursuant to Public Contract Code Section 20651.5 for the Building 1600 Modernization Project and authorize District staff to proceed with the prequalification process.

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

**RESOLUTION NO. 24/25-09
OF THE
SOLANO COMMUNITY COLLEGE DISTRICT
RATIFYING AMENDMENT NO. 01 TO PREQUALIFICATION PROCESS FOR PRIME
CONTRACTORS PURSUANT TO PUBLIC CONTRACT CODE SECTION 20651.5
FOR THE BUILDING 1600 MODERNIZATION PROJECT**

WHEREAS, the Solano Community College District ("District") desires to prequalify potential prime contractors for the District's Building 1600 Modernization Project;

WHEREAS, Public Contract Code section 20651.5 directs community colleges to require prospective prime contractors to submit a standardized prequalification questionnaire and financial statement (collectively "Prequalification Package"), prior to submitting a bid/proposal for the aforementioned District project;

WHEREAS, Public Contract Code section 20651.5 authorizes community colleges to establish a uniform system of rating prospective contractors based upon the completed Prequalification Packages ("Prequalification Process");

WHEREAS, on September 4, 2024, the Board adopted a standardized questionnaire and uniform rating system in accordance with Public Contract Code section 20651.5;

WHEREAS, after reviewing submitted applications, it became apparent that the questionnaire and rating system would need to be amended;

WHEREAS, District staff have developed Amendment No. 01 to the prequalification process for potential prime contractors attached hereto as **Exhibit "1"** ("Amendment No. 01");

WHEREAS, District staff developed and issued Amendment No. 01 and set a deadline for submissions in response to Amendment No. 01 to November 26, 2024, to mitigate any delay to the project schedule;

WHEREAS, any application submitted will not be evaluated until after the Board ratifies Amendment No. 01; and

WHEREAS, the District desires to ratify Amendment No. 01 to the Prequalification Process.

NOW, THEREFORE, the Governing Board of the Solano Community College District hereby finds, determines, declares, orders and resolves as follows:

Section 1. That the above recitals are true and correct.

Section 2. That Amendment No. 1 is ratified pursuant to Public Contract Code section 20651.5.

Section 3. That any and all applications submitted in response to Amendment No. 1 prior to November 26, 2024, are hereby ratified as timely.

Section 4. That the District's Superintendent-President, or designee, is authorized to implement the amended Prequalification Process, including accepting the final list of prequalified prime contractors, consistent with Public Contract Code section 20651.5.

APPROVED, PASSED AND ADOPTED by the Governing Board of the Solano Community College District on this 4th day of December, 2024, by the following vote:

AYES: _____

NOES: _____

ABSTENTIONS: _____

President of the Governing Board of the
Solano Community College District


Attested to:

Clerk of the Governing Board of the
Solano Community College District

Exhibit “1”

Amendment No. 01

ADDENDUM TO THE CONTRACT DOCUMENTS

	ADDENDUM NO. 001
	Project: Solano Community College District Request for Prequalification for General Contractors Building 1600 Modernization Project Project Number: 25-009
	Date: November 12 th , 2024

Addendum No. 001 – The following clarifications are provided and must be added/considered when completing your submittal. Acknowledgement of receipt of this **Addendum No. 001**, is required as part of your submittal. Please clearly note the addendum date and number.

ITEM NO. 1 – MODIFICATION TO REQUEST FOR PREQUALIFICATION DOCUMENT

1.1. Prequalification Information for General Contractors

- *The entire “Request for Prequalification for General Contractors Project Number 25-009” document dated September 27th, 2024 has been replaced in its entirety with the attached updated document dated November 12th, 2024. **The deadline for submissions has been extended to 2:00 P.M. (Pacific Time) on November 26th, 2024.***
- *The entire “Prequalification Questionnaire for Prime Contractors; Project Number 25-009” document dated September 27th, 2024 has been replaced in its entirety with the attached updated document dated November 12th, 2024.*
- *The entire “Prime Contractor Prequalification Evaluation Procedure; Project Number 25-009” document dated September 27th, 2024 has been replaced in its entirety with the attached updated document dated November 12th, 2024.*

ITEM NO. 2 – SPECIFICATIONS

2.1. None

ITEM NO. 3 – DRAWINGS

2.2. None

ITEM NO. 4 – RESPONSES TO QUESTIONS SUBMITTED

4.1. *None.*

List of Attachments:

- Request for Prequalification, Addendum 001, dated November 12th, 2024.

END OF DOCUMENT



**FAIRFIELD CAMPUS
BUILDING 1600 MODERNIZATION
PROJECT**

**REQUEST FOR PREQUALIFICATION OF
GENERAL CONTRACTORS**

**PROJECT NUMBER: 25-009
SOLANO COMMUNITY COLLEGE DISTRICT**

**NOVEMBER 12th, 2024
ADDENDUM 01**

**SOLANO COMMUNITY COLLEGE DISTRICT
PREQUALIFICATION INFORMATION FOR
PROSPECTIVE BIDDERS**

NOVEMBER 12th, 2024

I. BACKGROUND AND OVERVIEW

The Solano Community College District ("District") is prequalifying contractors to bid to perform construction work on the District's **Building 1600 Modernization Project** ("Project").

As a condition of bidding to perform any of the construction work on the Project, and in accordance with California Public Contract Code section 20651.5, the District requires prospective bidders to: (1) fully complete a prequalification questionnaire on the form supplied by the District as **Exhibit "A"** attached hereto ("Prequalification Questionnaire"); and (2) provide financial information to the District (collectively, the Prequalification Questionnaire and financial information are referred to as the "Prequalification Package").

Once a contractor's Prequalification Package is submitted, the District will notify the contractor if the contractor meets the prequalification requirements.

If a contractor meets the prequalification requirements, that contractor will be prequalified to bid on the Project if and when the District puts the Project out to bid. Contractors who are prequalified must update prequalification forms as their status or information changes. The District reserves the right to:

- Request that contractor(s) update prequalification forms at any time;
- Certify a contractor only up to a specific contract size or dollar amount based on the size of contractor's previous projects or other criteria;
- Revoke, rescind, and/or reuse the prequalification status of a contractor; and
- Use some or all of the information provided in the Prequalification Package for evaluation purposes.

**** Bids will not be accepted from a contractor who has not been prequalified for the Project by the District. ****

II. PROJECT DESCRIPTION

Modernization of Building 1600, which includes the Cosmetology Department, miscellaneous classrooms, restrooms, ADA upgrades, and exterior upgrades. **The Construction Estimate for this project is \$6,300,000.00.**

The District's Project Labor Agreement (PLA) will apply to this Project.

III. PREQUALIFICATION PROCESS

The following process will govern the conduct of contractor prequalification for the Project. A contractor who submits a complete Prequalification Package thereby consents to and will comply with the procedures outlined below and as set forth in greater detail in this document.

- A. Submittal.** On or before **November 26th, 2024, at or before 2:00 p.m.,** all prospective contractors who wish to qualify for work on the Project shall submit a Prequalification Package in a sealed envelope to:

**Solano Community College District
Attn: Kitchell
4000 Suisun Valley Road, Building 1102
Fairfield, CA 94535
Prequalification Response for Building 1600
Modernization Project**

No Prequalification Packages will be accepted after this time. However, the District reserves the right to request, receive, and evaluate supplemental information after the above time and date at its sole discretion.

For information regarding the prequalification process, please email Noe Ramos at Noe.Ramos@Solano.edu.

- B. Form.** Each contractor shall fully complete the Prequalification Package and timely submit all documents as indicated therein. No other prequalification documents submitted by contractor will meet these requirements. The Prequalification Package shall be submitted simultaneously as one package – it shall not be submitted piecemeal. Contractors shall submit one (1) completed Prequalification Package with required attachments in hard copy format (i.e., 8-1/2" x 11" paper) in a sealed envelope as indicated above. **Provide one (1) digital copy on a flash drive or CD in sealed envelope with hard copy.**
- C. District's Review.** Information submitted in the Prequalification Package shall not be public information and shall not be open to public inspection, to the extent prohibited by law. Contractors that have submitted a Prequalification Package shall receive written notification of their prequalification status. The District reserves the right, in its sole discretion, to reject any or all Prequalification Packages or to waive irregularities in any Prequalification Package received. The District also reserves the right to prequalify a contractor only up to a specific contract size or dollar amount based on the size of contractor's previous projects.
- D. Addenda.** Any addenda issued by the District will be faxed, mailed, or emailed to all contractors known to the District to have received this Prequalification Information form and who have provided a complete and legible physical address, telephone number, and fax number for receipt of addenda. **The receipt of all addenda must be acknowledged on the contractor's Prequalification Questionnaire.**
- E. Responsiveness.** A contractor's Prequalification Package shall be deemed nonresponsive if:
1. The Prequalification Package is not returned on time.
 2. Contractor does not provide all requested information.
 3. The Prequalification Questionnaire is not signed under penalty of

perjury by individuals who have the authority to bind the contractor on whose behalf they are signing.

4. Information contained in the Prequalification Package is not updated under penalty of perjury when it is no longer accurate.
5. Any information provided by the contractor is misleading or inaccurate in any material manner (e.g., financial resources are overstated; previous violations of law are not accurately reported). Even after a contractor has been prequalified, the District reserves the right to revoke that determination at any subsequent time, to terminate any contract awarded, and to cease making payments if it determines that any information provided by the contractor in its Prequalification Package or subsequently was incomplete, misleading, or inaccurate in any material manner.

IV. QUALIFICATION CRITERIA

A. Essential Criteria. As detailed herein, each potential contractor must provide specific information that will be reviewed and scaled by the District. Any contractor who cannot satisfy all of the following requirements ("Essential Criteria"), regardless of the ranking or ability to meet other criteria, will not be prequalified:

1. Project Experience. The contractor shall have contracted for and completed construction involving a minimum of three (3) k-14 projects within the past five (5) years with a total contract price of \$4 million or more.
2. Licensure. The contractor shall hold all current, active contractor's license(s) necessary to perform its work and those license(s) shall have been consistently active for at least seven (7) years and shall not have been suspended or revoked during that time.
3. Registration. The contractor shall be currently registered as a Public Works Contractor with the Department of Industrial Relations.
4. Disqualification. The contractor shall not have been disqualified, debarred, forbidden, or found non-responsible, or otherwise prohibited, from performing work for and/or bidding on work for any community college district or other public agency within the State of California within the past seven (7) years.
5. Default. The contractor, either performing work under its current license or under other licenses through other entities, including a joint venture, shall not have terminated for cause, had a surety firm complete a contract on Contractor's behalf, or paid from completion because Contract was in default and/or terminated by a community college district or other public agency with the State of California within the past seven (7) years.
6. Bankruptcy. The contractor shall not have declared bankruptcy or been placed in receivership within the past seven (7) years.

7. Insurability. The contractor shall demonstrate that it holds the insurance indicated in the Prequalification Package.
8. Workers' Compensation. The contractor shall have worker' compensation insurance as required by Labor Code section 3700.
9. Bondability. The contractor shall demonstrate that it can provide a 10% bid bond, 100% payment bond, and 100% performance bond, each issued by a surety admitted and authorized to transact business as a surety in California.
10. Criminal Matters and Related Civil Suits. The contractor, or any of its owners or officers, shall not have been found liable in a civil suit or guilty in a criminal action for making a false claim or material misrepresentation to a public agency, or been convicted of a crime involving the bidding, award or performance of a contract on a government construction project or any crime involving fraud, theft, or any other act of dishonesty.
11. Liquidated Damages. The contractor has not been assessed liquidated damages under a construction contract with any public or private owner in the last seven (7) years.
12. Contract References. The contractor must receive a score of 40 or higher on at least two references from recent **K-14 projects**.
13. Financial Strength. The contractor shall demonstrate its financial ability to undertake and complete the Project.

B. Other Criteria.

The Prequalification Questionnaire contains questions for which a numerical score will be given for specific answer(s). A contractor must receive a minimum number of points, regardless of its ability to meet other criteria, or the contractor will not prequalify for the Project(s). The District will use some or all of the following criteria in qualifying each contractor:

1. Business History. The contractor has a history of having continuously been in business as a licensed contractor.
2. Previous Experience. The contractor shall demonstrate experience working on **K-14 projects** approved by the Division of the State Architect ("DSA"), of similar scale and complexity with strict budget and schedule compliance including the following:
 - a. Previous or current contracts for similar types of projects that demonstrate equivalent quality design, detailing, finishes and construction.
 - b. Experience in managing projects.
3. Violations of Regulations or Laws. The contractor shall demonstrate

that it has not, in any of its forms, been found in violation of applicable state laws or regulations, including public bidding and Labor Code requirements.

4. Workers' Compensation Experience Modifier. The District will consider the contractor's workers' compensation experience modification rate for the past **three (3) years**.

Even if a contractor meets the Essential Criteria and receives at least the minimum number of points, the District reserves the right to disqualify that contractor from bidding on other grounds.

V. APPEALING A QUALIFICATION FINDING

A contractor may appeal the District's decision. If a contractor decides to appeal the District's qualification decision, it shall follow this procedure:

- A.** Contractor shall submit, in writing, within three (3) working days from notification from the District, Contractor shall submit a written request for an explanation of any aspect of the District's determination.
- B.** Within three (3) working days from receipt of the District's written response to the Contractor's request, Contractor may submit, in writing, a request for a meeting with the District's staff. Contractor may submit with the request any information that it believes supports a finding that District's determination should be changed.

If the Contractor chooses not to avail itself of this process, the proposed prequalification rating may be adopted by the District without further proceedings.

EXHIBIT "A"

Prequalification Questionnaire

**SOLANO COMMUNITY COLLEGE DISTRICT
PREQUALIFICATION QUESTIONNAIRE FOR PRIME CONTRACTORS
NOVEMBER 12th, 2024**

ADDENDUM 01

Pursuant to Public Contract Code section 20651.5, each prospective prime contractor shall submit the following information to establish its qualifications to perform construction work as the prime contractor on the District's **Building 1600 Modernization Project**.

A. CONTRACTOR'S CONTACT INFORMATION

Firm name: _____

Address: _____

Telephone: _____

Fax: _____

Mobile Telephone: _____

E-mail: _____

By: _____ Date: _____
(Name of individual completing statement)

Years in business as a licensed contractor: _____

Types of work performed with own forces: _____

Years in business under current firm name: _____

Years at the above address: _____

CURRENT ORGANIZATION AND STRUCTURE OF THE BUSINESS

1. For Firms that Are Corporations or Limited Liability Companies:
 - a. Date incorporated / Article of Organization Filed: _____
 - b. Under the laws of what state: _____
 - c. Provide all the following information for each person who is either (a) an officer of the corporation (president, vice president, secretary, treasurer), or (b) the owner of at least 10% of the corporation's stock.

Name	Position	Years with Co.	% Ownership

2. For Firms that Are Partnerships:
 - a. Date of formation: _____
 - b. Under the laws of what state: _____
 - c. Provide all the following information for each partner who owns ten percent (10%) or more of the firm.

Name	Position	Years with Co.	% Ownership

3. For Firms that Are Sole Proprietorships:
 - a. Date of commencement of business: _____
4. For Firms that Intend to Bid as a Joint Venture:
 - a. Date of commencement of joint venture: _____
 - b. Provide all of the following information for each firm that is a member of the joint venture that expects to bid on one or more projects. Attach all additional references and/or information on separate signed sheets.

Name of Firm	% of Ownership of Joint Venture

5. Associated Firms

For any of the above business structures, identify every construction firm that any person listed above has been associated with (as owner, general partner, limited partner or officer) at any time during the past 7 years.

Person's Name	Name of Construction Firm & License No.	Dates of Person's Participation with Firm

Attach all additional references and/or information on separate signed sheets.

At any time during the past five years, has your firm shared office space, warehouse space, yard, plant or shop facilities, staff, equipment, telecommunications or other assets with any other construction firm? (If yes, identify and explain below.)

Construction Firm	Description of Sharing Agreement	Location of Facilities

Attach all additional references and/or information on separate signed sheets.

B. HISTORY OF THE BUSINESS AND ORGANIZATIONAL PERFORMANCE

- Has there been any change in ownership of the firm at any time during the past 7 years? **NOTE:** A corporation whose shares are publicly traded is not required to answer this question.

☐ Yes ☐ No

If "yes," explain on a separate signed sheet.

- Is the firm a subsidiary, parent, holding company, or affiliate of another construction firm? **NOTE:** Include information about other firms if one firm owns 10% or more of another, or if an owner, partner, or officer of your firm holds a similar position in another firm.

☐ Yes ☐ No

If "yes," explain on a separate signed sheet. Include name of the related company and percent ownership.

- Are any corporate officers, partners or owners connected to any other construction firms? **NOTE:** Include information about other firms if an owner, partner, or officer of your firm holds a similar position in another firm.

☐ Yes ☐ No

If "yes," explain on a separate signed sheet.

- Has any owner, partner, CSLB qualifier or corporate officer of the firm operated as a contractor under any other name or license number (not listed above) in the last 7 years?

☐ Yes ☐ No

If "yes," explain on a separate signed sheet, including the name and license number of the other company.

- State your firm's gross revenues for each of the past 3 years:

Year	Gross Revenue
	\$
	\$
	\$

6. How many years has your firm been in business in California as a contractor under your present business name and license number? ____

7. Is your firm currently the debtor in a bankruptcy case or was your firm in bankruptcy at any time during the last 7 years?
☐ Yes ☐ No
If "yes," please attach a copy of the bankruptcy petition and a copy of the Bankruptcy Court's discharge or any other document that ended the case, if any.

LICENSES/REGISTRATION

8. Please provide the following licensing information:
- a. Name of license holder exactly as on file with the Contractors State License Board: _____

 - b. License classification(s): _____
 - c. License #: _____
 - d. Expiration Date of License #: _____
 - e. If any of your firm's license(s) are held in the name of a corporation, limited liability company, or partnership, list the names of the qualifying individual(s) listed on the CSLB records who meet(s) the experience and examination requirements for each license: _____

 - f. Public Works Contractor's Registration (PWCR) # as on file with Department of Industrial Relations: _____
 - g. Expiration Date of PWCR #: _____
9. Has any CSLB license held by your firm or its Responsible Managing Employee or Responsible Managing Officer been suspended or revoked within the last 7 years?
☐ Yes ☐ No
If "yes," explain on a separate signed sheet.
10. Has your firm changed names or license number in the past 7 years?
☐ Yes ☐ No
If "yes," explain on a separate signed sheet, including the reason for the change.

DISPUTES

11. At any time in the last 7 years, has your firm been assessed liquidated damages under a construction contract with any public or private owner?
- ☐ Yes ☐ No
- If "yes," explain on a separate signed sheet, identifying projects by owner, owner's address, and date of completion.
12. At any time in the last 7 years, has your firm, or any owners, officers or partners, been debarred, disqualified, removed or otherwise prevented from bidding on, or completing, any public works project?
- ☐ Yes ☐ No
- If "yes," explain on a separate signed sheet, including the name of the person who was associated with that company, the year of the event, owner, owner's address and basis for the action.
13. At any time in the last 7 years, has a public agency found your company was not a responsible bidder?
- ☐ Yes ☐ No
- If "yes," explain on a separate signed sheet, including the year of the event, owner, owner's address and basis for the finding.
14. Has your firm, any of its officers, supervisors, managers, or any firm or individual identified above ever been terminated for cause from a public works contract, including but not limited to any notice of intent to terminate or termination that was later revoked or withdrawn?
- ☐ Yes ☐ No
- If "yes," explain on a separate signed sheet, including the year of the termination, owner, owner's address and basis for the termination.
15. In the past 7 years, has any claim exceeding \$50,000 against your firm or by your firm against an owner been filed in court or arbitration concerning your firm's work or payment on a construction project?
- ☐ Yes ☐ No
- If "yes," explain on a separate signed sheet, including the project name, court or arbitration case name and number, and a brief description of the status of the claim.

INSURANCE

16. Does Contractor have liability insurance with a policy limit of at least \$2,000,000 per occurrence and \$4,000,000 aggregate?
- ☐ Yes ☐ No
- If "No," provide on a separate signed sheet what limits are available to the Contractor.

17. Does Contractor have current workers' compensation insurance as required by the California Labor Code or is Contractor legally self-insured pursuant to California Labor Code section 3700 et seq.?

☐ Yes ☐ No

18. In the last 7 years, has any insurance carrier, for any form of insurance, refused to renew an insurance policy for your firm?

☐ Yes ☐ No

If "yes," explain on a separate signed sheet, including the name of the insurance carrier, form of insurance and year of the refusal.

CRIMINAL MATTERS AND RELATED CIVIL SUITS

19. Has your firm or any of its owners, partners or officers ever been found liable in a civil suit, or found guilty in a criminal action, for making any false claim or material misrepresentation to any public agency or entity?

☐ Yes ☐ No

If "yes," explain on a separate signed sheet, identifying who was involved, name of the public agency, date of the investigation and grounds for the filing.

20. Has your firm or any of its owners, partners or officers ever been convicted of a crime involving construction, the awarding of a contract of a government construction project, the bidding or performance of a government contract, antitrust statutes, racketeering statutes, safety and health regulations, environmental laws, laws banning workplace discrimination, laws governing wages, hours or labor standards, or laws involving fraud, theft, or any other act of dishonesty?

☐ Yes ☐ No

If "yes," explain on a separate signed sheet, identifying who was involved, name of the public agency, date of conviction and grounds for the conviction.

SAFETY

21. How often do you require documented safety meetings to be held for construction employees and field supervisors during the course of a project? _____

22. Within the past 7 years, has the California or federal OSHA cited and assessed penalties against your firm, or any associated firm, for "serious," "willful" or "repeat" violations of its safety or health regulations?

☐ Yes ☐ No

If "yes," explain on a separate signed sheet, identifying the citation(s), nature of the violation(s), project, and amount of penalty paid, if any.

23. Within the past 7 years, has the EPA or any Air Quality Management District or any Regional Water Quality Control Board cited and assessed

penalties against your firm or the owner of the project on which your firm was the Contractor?

☐ Yes ☐ No

If "yes," explain on a separate signed sheet, describing the citation(s).

24. State the Contractor's Workers' Compensation Experience Modification Rate for the past 3 premium years:

Year	Modification Rate

If your EMR is 1.00 or higher, you may attach a letter of explanation.

25. Within the past 7 years, has there ever been a period when your firm and/or any associated firm had employees but was without workers' compensation insurance or state-approved self-insurance?

☐ Yes ☐ No

If yes, explain on separate signed sheet, including the date(s) and reason(s) for the absence of workers' compensation insurance.

PREVAILING WAGE AND APPRENTICESHIP COMPLIANCE

26. Does your firm regularly utilize a third-party consultant to review labor compliance documents of subcontractors on a public works project?

☐ Yes ☐ No

27. Provide the name, address and telephone number of the apprenticeship program (approved by the California Apprenticeship Council) from whom you intend to request the dispatch of apprentices to employ on any public works project awarded by the District:

Name	Address	Phone

28. Provide the name, address and telephone number of the apprenticeship program (approved by the California Apprenticeship Council) from whom you have requested and/or employed apprentices in the past three years:

Name	Address	Phone

29. If your firm operates its own State-approved apprenticeship program:
- Identify the craft or crafts in which your firm provided apprenticeship training in the past year;
 - State the year in which each such apprenticeship program was approved and attach evidence of the most recent California Apprenticeship Council approval(s);
 - For each craft, list the number apprentices employed by your firm and the number of individuals that completed apprenticeships while employed by your firm during the last three years.

Craft	Year	No. Apprentices	No. Completed

30. In the past 7 years, has there been more than one occasion in which your firm was required, or is currently required, to pay either back wages or penalties for failure to comply with California prevailing wage laws or federal Davis-Bacon prevailing wage requirements, or California apprenticeship laws or regulations?

☐ Yes ☐ No

If "yes," explain on a separate signed sheet, describing the nature of the violation(s), project, owner, and amount paid, if any.

31. At any time during the past 7 years, has your firm been found to have violated any provision of California apprenticeship laws or regulations, or laws pertaining to use of apprentices on public works projects?

☐ Yes ☐ No

If "yes," explain on a separate signed sheet, including date(s) of such findings and attaching the DAS' final decision(s).

BONDING

32. Have you attached a notarized statement from an admitted surety insurer (approved by the California Department of Insurance and authorized to issue bonds in the State of California), which states your current bonding capacity (both single job limit and aggregate limit)? NOTE: Contractor must have independent capacity to provide a 10% bid bond, 100% payment bond, and 100% performance bond, each issued by an admitted surety insurer, without bonding by subcontractors.

☐ Yes ☐ No

33. Provide the name, address and telephone number of the surety agent:

34. List all sureties that have written bonds for your firm currently and during the last 7 years:

Name	Address	Dates of bonds

35. In the last 7 years, has any surety paid on your firm's behalf as a result of a default to satisfy any claims made against a payment or performance bond issued on your firm's behalf?

☐ Yes ☐ No

If "yes," explain on a separate signed sheet, including the amount of each claim, name and telephone number of claimant, date of and grounds for the claim, and present status.

36. If your firm was required to pay a premium of more than 1% for a performance and payment bond on any project on which your firm worked in the last 7 years, state the percentage that your firm was required to pay: _____.

You may explain on a separate signed sheet, why you were required to pay a premium of more than 1%.

37. In the last 7 years, has your firm ever been denied bond coverage by a surety company, or has there ever been a period of time when your firm had no surety bond in place when one was required?

☐ Yes ☐ No

If "yes," explain on a separate signed sheet, including the name of the surety company and the period during which your firm had no bond in place.

C. PROJECT REFERENCES

On the form attached as Exhibit A, list all **K-14 projects** (both under construction and completed) during the past 5 years, with a total contract price of **\$4 million** or more, in which the Contractor under all firm names identified in Section B has participated. Use and attach additional signed sheets when needed to explain or clarify any response or to include more responses with all requested information.

D. FINANCIAL INFORMATION

Contractor must submit a reviewed or audited financial statement with accompanying notes and supplemental information for the past 2 full fiscal years. A letter verifying availability of a line of credit may also be attached; however, it will be considered supplemental information only, and is not a substitute for the required financial statement.

CERTIFICATION

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct:

Date: _____

Proper Name of Contractor: _____

Signature by an officer of the Contractor: _____

Print Name: _____

Title: _____

Acknowledgment of Issued Addenda: _____

EXHIBIT A

PROJECT REFERENCE

1. Project Name/Identification:

- a. Project Name: _____

- b. Project address/location: _____

- c. Owner (name of district reference and tel. no.): _____

- d. Architect (name and tel. no.): _____

- e. Construction Manager (name and tel. no.): _____

- f. Scope of Work: _____

- g. Original completion date: _____
- h. Actual date of completion: _____
- i. Time extensions granted: _____
- j. Initial contract value: _____
- k. Final contract value: _____

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

Date: _____
Name _____

PROJECT REFERENCE

2. Project Name/Identification:

- l. Project Name: _____

- m. Project address/location: _____

- n. Owner (name of district reference and tel. no.): _____

- o. Architect (name and tel. no.): _____

- p. Construction Manager (name and tel. no.): _____

- q. Scope of Work: _____

- r. Original completion date: _____
- s. Actual date of completion: _____
- t. Time extensions granted: _____
- u. Initial contract value: _____
- v. Final contract value: _____

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

Date: _____
Name _____

PROJECT REFERENCE

3. Project Name/Identification:

- w. Project Name: _____

- x. Project address/location: _____

- y. Owner (name of district reference and tel. no.): _____

- z. Architect (name and tel. no.): _____

- aa. Construction Manager (name and tel. no.): _____

- bb. Scope of Work: _____

- cc. Original completion date: _____
- dd. Actual date of completion: _____
- ee. Time extensions granted: _____
- ff. Initial contract value: _____
- gg. Final contract value: _____

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

Date: _____
Name _____

PROJECT REFERENCE

4. Project Name/Identification:

- hh. Project Name: _____

- ii. Project address/location: _____

- jj. Owner (name of district reference and tel. no.): _____

- kk. Architect (name and tel. no.): _____

- ll. Construction Manager (name and tel. no.): _____

- mm. Scope of Work: _____

- nn. Original completion date: _____
- oo. Actual date of completion: _____
- pp. Time extensions granted: _____
- qq. Initial contract value: _____
- rr. Final contract value: _____

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

Date: _____
Name _____

**SOLANO COMMUNITY COLLEGE DISTRICT
PRIME CONTRACTOR PREQUALIFICATION EVALUATION PROCEDURE
NOVEMBER 12th, 2024**

ADDENDUM 01

Name of Contractor: _____

1. Confirm Prequalification Statement Submitted is Responsive – if the answer to any of the questions is “no,” then the Prequalification Package is nonresponsive.

A. Completeness

Did the Contractor provide all requested information in its submitted Prequalification Statement?

Yes No

B. Signed Under Penalty of Perjury

Is the Prequalification Questionnaire signed under penalty of perjury by an individual who has the authority to bind the Contractor on whose behalf he or she is signing?

Yes No

2. Incomplete, Misleading or Inaccurate Information – if the answer to any of the questions is “yes,” then reject the Contractor.

A. Is the information provided by the Contractor misleading or inaccurate in any material manner?

Yes No

B. Is the information contained in the Prequalification Package out of date, and not updated under penalty of perjury, so that it is no longer accurate?

Yes No

3. Confirm Essential Criteria

a. Community College Projects (See Section C. of Questionnaire)

Has the Contractor contracted for construction involving a minimum of three (3) K-14 projects with the past five (5) years, with a total contract price of \$4 million or more?

Yes No

(If no, then Contractor is not qualified)

b. License (See Sections B.8. and B.9. of Questionnaire)

Has the Contractor held all Contractor's license(s) necessary to perform its work for at least seven (7) years, without suspension or revocation?

Yes No

(If no, then Contractor is not qualified)

c. Registration (See Section B.8. of Questionnaire)

Is the Contractor currently registered as a Public Works Contractor with the Department of Industrial Relations?

Yes No

(If no, then Contractor is not qualified)

d. Disqualification (See Section B.12. and B.13. of Questionnaire)

Has the Contractor ever been disqualified, debarred, forbidden, or found non-responsible or otherwise prohibited, from performing work and/or bidding on work for any community college district or other public agency within the State of California in the past seven (7) years?

Yes No

(If yes, then Contractor is not qualified)

e. Default and Termination (See Section B.14. and B.35. of Questionnaire)

Has Contractor ever been terminated for cause (including any notice of intent to terminate or termination that was either revoked or withdrawn) / has a surety firm completed a contract on Contractor's behalf, or paid for completion because Contractor was in default and/or terminated by community college district or other public agency within the State of California within the past seven (7) years?

Yes No

(If yes, then Contractor is not qualified)

f. Bankruptcy (See Section B.7. of Questionnaire)

Has Contractor declared bankruptcy or been placed in receivership within the past seven (7) years?

Yes No

(If yes, then Contractor is not qualified)

g. Insurance (See Section B.16. of Questionnaire)

Does Contractor have liability insurance with a policy limit of at least \$2,000,000 per occurrence and \$4,000,000 aggregate?

Yes No

(If no, see from attachment to Questionnaire if they are capable of attaining the above limits. If not, then Contractor is not qualified)

h. Workers' Compensation (See Section B.17. of Questionnaire)

Does Contractor have current workers' compensation insurance as required by the California Labor Code or is Contractor legally self-insured pursuant to California Labor Code section 3700 et seq.?

Yes No

(If no, then Contractor is not qualified)

i. Bonding Capacity (See Sections B.32. through B.37. of Questionnaire)

Does Contractor demonstrate that it can provide a 10% bid bond, 100% payment bond, and 100% performance bond, each issued by a surety admitted and authorized to transact business as a surety in California?

Yes No

(If no, then Contractor is not qualified)

j. Criminal Matters and Related Civil Suits (See Section B.19. and B.20. of Questionnaire)

Has the Contractor, or any of its owners or officers, been found liable in a civil suit or guilty in a criminal action for making a false claim or material misrepresentation to a public agency, or been convicted of a crime involving the bidding, award or performance of a contract on a government construction project or any crime involving fraud, theft, or any other act of dishonesty?

Yes No

(If yes, then Contractor is not qualified)

k. Liquidated Damages (See Section B.11. of Questionnaire)

Has the Contractor, at any time in the last seven (7) years, been assessed liquidated damages under a construction contract with any public or private owner?

Yes No

(If yes, then Contractor is not qualified)

4. Contact References

The District must contact each of Contractor's references from a minimum of 1 of its most recent community college district projects. A contractor who receives a score less than 35 points on the interview will not be qualified. If a contractor receives a score between 35 and 40 points from two interviews, then a third interview will be conducted. A score of 40 or higher on at least two interviews is required for prequalification.

5. Review Financial Strength

Assessment	Formula	Minimum
Gross Profit Margin	$(\text{Contract Revenues} - \text{Cost of Contract Revenues}) / \text{Contract Revenues}$	>10%
Net Cash Flow	Cash, Beginning of Year – Cash, End of Year	>1.0
Working Capital	Current Assets – Current Liabilities	>10% of Estimated Cost
Quick Ratio	$(\text{Current Assets} - \text{Inventory}) / \text{Current Liabilities}$	>1
Current Ratio	Current Assets – Current Liabilities	>1
Debt to Equity Ratio	Total Liabilities / Equity	<2

6. Complete Evaluation Worksheet

Insert total score from evaluation worksheet. If Contractor meets the Essential Criteria, References and Financial Strength, Contractor must have 31 out of 55 points or higher to qualify.

7. Appeal Process

If the Contractor decides to appeal the District's qualification decision, it shall follow this procedure:

- a. Within three (3) working days of notification from the District, Contractor shall submit a written request to the District asking for an explanation of any aspect of the District's determination.
- b. Within three (3) working days from receipt of the District's written response to the Contractor's request, Contractor may submit, in writing, a request for reconsideration by the District's staff. Contractor may submit with the request any information that it believes supports a finding that District's determination should be changed.

If the Contractor chooses not to avail itself of this process, the proposed prequalification rating may be adopted by the District without further proceedings.

**SOLANO COMMUNITY COLLEGE DISTRICT
PRIME CONTRACTOR PREQUALIFICATION EVALUATION REFERENCE FORM
NOVEMBER 12th, 2024**

ADDENDUM 01

The District should fill out the information in Section I and then telephone the contact person. The District should then ask the questions in Section II, ensuring that it obtains the information as to whether the Contractor's performance in that area was unsatisfactory, below average, average or above average. The District should then complete section III with that information and determine whether a third telephone interview is necessary. If Contractor passes the References and Financial Assessment, total Numerical Rating of all the Evaluation Reference Forms for that Contractor at the corresponding place on the Evaluation Worksheet.

Section I - General Project Information

Name of Contractor:	Total Contract Costs:
	Contract Start/End Dates:
Project Title:	Actual Completion Date:
Scope of Work:	
Name of Public Agency/Community College District:	Telephone Number of Contact Person:
Name of Contact Person:	Date and Time of Interview of Contact Person:
Architect Firm:	Principal Architect in Charge of Project:

Section II – Telephone Interview Questions

Please rate the Contractor as unsatisfactory, below average, average, or above average.

1. Planning and Coordination of Work

Did the Contractor pursue and develop a thorough understanding of the scope of work? Did the Contractor proactively anticipate and coordinate agencies and jurisdictions, and utilities shutdown schedules and mechanics? Was the Contractor able to plan and execute complex critical path tasks for successful completion?

2. Quality of Work

Were there quality-related problems on the project? Were these problems attributable to the Contractor? Was the Contractor cooperative in trying to resolve problems? If not, provide specific examples.

3. Performance and Accountability

- a. Scheduling - Rate the Contractor's performance with regard to adhering to project schedules. Did the Contractor meet the project schedule? If not, was the delay attributable to the Contractor?

- b. Personnel - Rate the Contractor's performance with regard to providing adequate personnel.

- c. Project Management - Rate the Contractor's ability to manage and coordinate its own subcontractors (if no subcontractors, rate the Contractor's overall project management). Was the Contractor able to effectively resolve problems? If not, provide specific examples.

- d. Timely Payments - Rate the Contractor with respect to timely payments by the Contractor to either subcontractors or suppliers (if no knowledge of difficulties, the score to this question should be "5").

- e. Change Orders - Rate the Contractor's performance with regard to change orders and extras. Did the Contractor unreasonably claim change orders? Were the Contractor's prices on change orders reasonable? If not, provide specific examples.

- f. Working Relationships - Rate the Contractor's working relationships with other parties (i.e. owner, designer, prime contractors, other subcontractors, etc.). Did the Contractor relate to other parties in a professional manner? If not, provide specific examples.

- g. Paperwork Processing - Rate the Contractor's performance in completing and submitting required project paperwork (i.e. submittals, drawings, requisitions, payrolls, Operations and Maintenance manuals, As-Built drawings, warranties, etc.). Did the Contractor submit the required paperwork promptly and in proper form? If not, provide specific examples.

- h. Litigation – Did the Contractor threaten litigation or arbitration of any claims? Did the Contractor actually file for litigation or arbitration against the District? Did the District agree to settle any litigation or arbitration? If not, who prevailed in the trial or arbitration?

[SCORE SHEET ON NEXT PAGE]

Section III – Score Sheet for Telephone Interviews

Contractor's Name: _____

	Unsatisfactory	Below Average	Average	Above Average	RATING
1. Planning and Coordination of Work	-5	0	7	15	
2. Quality of Work	-5	0	1	5	
3. Performance and Accountability					
a. Scheduling	0	1	2	4	
b. Personnel	0	1	3	5	
c. Project Management	0	1	3	5	
d. Timely Payments	0	1	3	5	
e. Change Orders	0	1	2	4	
f. Working Relationship	0	0	1	2	
g. Paperwork Processing	0	0	1	2	
f. Litigation	0	0	2	3	
<i>Maximum Possible: 50</i>					
Total:					

**SOLANO COMMUNITY COLLEGE DISTRICT
PRIME CONTRACTOR PREQUALIFICATION EVALUATION WORKSHEET
NOVEMBER 12th, 2024**

ADDENDUM 01

Name of Contractor: _____

- 1. Essential Criteria** Pass/Fail
If any one of the essential criteria is not met, there is no need to complete the remainder of the evaluation.

- 2. References** Pass/Fail
Use the attached Evaluation Reference Form for each reference contacted for Contractor.

- 3. Financial Strength** (Section D. of Questionnaire) Pass/Fail

0-2 Requirements Met	=	0 Points
3 Requirements Met	=	3 Points
4-5 Requirements Met	=	4 Points
All Requirements Met	=	5 Points

Minimum Points	= 3	
		TOTAL POINTS

- 4. Scored Questions**
- a. Years in Business Under Current License** (Section B.6 of Questionnaire) _____ Points
- | | | |
|-------------------|---|-----------|
| 10 or more years | = | 20 Points |
| 5 to 9 years | = | 15 Points |
| 2 to 4 years | = | 5 Points |
| Less than 2 years | = | 0 Points |

- b. Size of Completed Projects** (Section C of Questionnaire) _____ Points
- | | | |
|---|---|-----------|
| 3 Completed Projects larger than \$10 million | = | 15 Points |
| 5 Completed Projects larger than \$4 million | = | 10 Points |
| 3 Completed Projects larger than \$4 million | = | 8 Points |
| 5 Completed Projects larger than \$1 million | = | 6 Points |
| 3 Completed Projects larger than \$1 million | = | 2 Points |

- c. Non-Compliance with Applicable Laws** (Sections B.22, 23, 25, 30, and 31 of Questionnaire) _____ Points
- | | | |
|--------------------|---|-----------|
| 0 Projects | = | 10 Points |
| 1 to 5 Projects | = | 5 Points |
| 6 or more Projects | = | 0 Points |

- d. Workers' Compensation Modifier** (Section B.24 of Questionnaire) _____ Points
- | | | |
|----------------------------------|---|-----------|
| Less than or equal to 0.85 | = | 10 Points |
| More than 0.85 and less than 1.0 | = | 5 Points |
| More than 1.0 | = | 0 Points |

Minimum Points	= 31 out of 55	TOTAL POINTS
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**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM**

TO: Members of the Governing Board

SUBJECT: SABBATICAL LEAVE, ACADEMIC YEAR 2025-2026

REQUESTED ACTION:

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

SUMMARY:

The Sabbatical Leave Committee recommends that the following instructors be granted a Sabbatical Leave for the 2025-2026 Academic Year, to be taken Fall 2025.

Dr. Saki Cabera
Dr. Tasha Smith
Professor Orion Lam

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: 87767

Board Policy:

Estimated Fiscal Impact: None

SUPERINTENDENT'S RECOMMENDATION:

☒ APPROVAL ☐ DISAPPROVAL
☐ NOT REQUIRED ☐ TABLE

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

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

ADDRESS

707-864-7117

TELEPHONE NUMBER

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

VICE PRESIDENT APPROVAL

November 4, 2024

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

Kellie Sims Butler, Ph.D.
Superintendent-President

December 4, 2024

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: AGREEMENT RENEWAL WITH CHABOT-LAS POSITAS
COMMUNITY COLLEGE DISTRICT FOR CALIFORNIA
EARLY CHILDHOOD MENTOR PROGRAM**

REQUESTED ACTION:

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

SUMMARY:

This agreement renewal is between the Chabot-Las Positas Community College District (CLPCCD) on behalf of its California Early Childhood Mentor Program and Solano Community College.

The CLPCCD has received a grant from the CA State Dept of Education for the purposes of operating a Mentor Program which will provide such services as: coordinating and offering an adult supervision course and seminars for mentors and directors; coordinating and developing mentoring programs; offering honoraria for faculty working with the college mentoring program; providing books and other instructional materials for mentors; and printing and copying mentor materials.

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>
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		Kellie Sims Butler, Ph.D. Superintendent-President
TELEPHONE NUMBER David Williams, Ph.D. Vice President, Academic Affairs		December 4, 2024
VICE PRESIDENT APPROVAL November 20, 2024		DATE APPROVED BY SUPERINTENDENT-PRESIDENT
DATE SUBMITTED TO SUPERINTENDENT-PRESIDENT		



To whom it may concern:

The **California Early Childhood Mentor Program (CECMP)**, funded by the **California Department of Social Service (CDSS)**, supports Mentors throughout California in providing leadership and guidance to students entering the Early Childhood Education (ECE) profession and current child care directors and teachers. Partnering with nearly 100 Community Colleges and workforce partners – and growing – the Mentor Program supports a diverse workforce of family child care programs, private child care centers, State Preschools and Head Start programs.

As a California Community College or workforce partner, you may be wondering if signing the attached Letter of Agreement will be of cost to your college or organization. The answer is no. All funding outlined within the "Attachment A" agreement are provided at no cost, including funds to support the Designated Coordinator of the CECMP Program at your college for the management and facilitation of the CECMP at your college.

Please have the appropriate person, who is designated to sign the "Letter of Agreement" for your college, review and sign the attached documents indicated by "Contractor," as soon as possible.

If you have any questions about what this partnership entails, please contact the CECMP Director, Neva Bandelow, at nmbandelow@chabotcollege.edu or at 510-723-6625.



Attachment A

Solano Community College/Solano County Community College District

July 1, 2024 – June 30, 2025

A. Chabot-Las Positas Community College District, here after referred to as the "District," on behalf of the California Early Childhood Mentor Program shall provide the following resources for implementation of the Contractor's program, subject to the District's approval:

1. Updated materials, including translated forms, and assistance to facilitate implementation of the program including a Coordinator Handbook, access to the CECMP website, LiveBinders, reporting forms and one-on-one technical assistance.
2. \$1485 for instructional costs related to the offering of a Mentor and Director Mentor Seminar, as described in the *Coordinator Handbook*.
3. \$2806 for the Contractor's Local Coordinator to implement and develop the program, arrange for the course offering, recruit prospective Mentors, place student teachers with Mentors and approve Post-Practicum, Individual Student Mentoring, Mentoring Record, Birth to Three/FCCH Mentoring Record, Mentoring Practicum Request, Director Mentoring Birth to Three/FCCH Mentoring Request, Director Mentoring Record Request, and Director Mentor Placement Contract Request, The Contractor's Coordinator may be paid directly by the Chabot-Las Positas Community College District in the sole discretion of the District. The District reserves the right to withhold and/or reduce the Coordinator payment if responsibilities listed in Section B are not fulfilled in a timely manner.
4. \$6480 in stipend support for 3 Mentors. Additional Mentors may be support, however college may not exceed stipend budget. All stipends will be paid directly by the Chabot-Las Positas Community College District and calculated according to the formula and procedures reflecting the most recent budget allotment, and as may reasonably be revised by the District. Stipends are for the following purposes:
 - Practicum placement(s) for mentoring practicum students placed with Mentors
 - Post-Practicum Stipend(s) to support Mentors for continued mentoring of protégés who were former practicum students placed with Mentors
 - Individual Student Mentoring Contract(s) to support pairing a Mentor with an Early Childhood Education student for non-course based contact time
 - Mentoring Record Hour(s) to support Mentors as they offer hourly mentoring services
 - Birth to Three/FCCH Mentoring Record Hour(s) to support Mentors as they offer hourly mentoring services for Infant/Toddler and Family Child Care teachers and providers



- Mentor Seminar stipends for Mentors for fulfilling the requirements as set forth on the CECMP website, LiveBinders..
- 5. \$214 for printing and copying costs for program implementation or Mentor materials, as stipulated in the *Coordinator Handbook*. The Contractor's Coordinator may be reimbursed directly by the Chabot-Las Positas Community College District in the sole discretion of the District, or through their local college.
- 6. \$1250 in stipend support for Selection Committee members. All stipends will be paid directly by the Chabot-Las Positas Community College District and calculated according to the formula and procedures reflecting the most recent budget allotment, and as may reasonably be revised by the District.
- 7. \$2840 in stipend support for Director Mentors. All stipends will be paid directly by the Chabot-Las Positas Community College District and calculated according to the formula and procedures reflecting the most recent budget allotment, and as may reasonably be revised by the District. Stipends are for the following purposes:
 - Birth to 3 Family Childcare Director Mentoring
 - DM Mentoring Record
 - DM Placement Contract

B. Contractor as a college agrees to designate a Local Coordinator. The Coordinator shall be responsible for the following activities:

1. Submitting this signed **Letter of Agreement** to the District no later than **December 31st of this contract year**.
2. Promoting the program on campus and in the community and updating coordinating supervisor and department heads where applicable regarding the Mentor Program.
3. Enrolling students and providers in the Mentor Teacher/Adult Supervision Course, based on the sample syllabus provided on the CECMP website, LiveBinders, and as may reasonably be revised by the District. The Contractor as a college agrees to enroll students and to issue credit. The Contractor also agrees that it will accrue no ADA when instructional costs are reimbursed. Students pay tuition if they are receiving credit.
4. Adhering to the Policy on the Mentor Option in Campus Labs as currently described on the CECMP website, LiveBinders, and as may reasonably be revised by the District. Lab hours must be in person, unless authorized by the CECMP State office.
5. Petitioning the District in writing that Mentor pool size be increased in an academic year. In such cases, determination will be made by Mentor Program staff based on current statewide allocations and student placement rates at the local college.



6. Maintaining eligibility requirements for Mentor Teachers in accordance with program policy as currently described on the CECMP website, LiveBinders, and Coordinator Handbook, and as may reasonably be revised by the District.
7. Selection and Re-Certification as outlined in the Coordinator Handbook and Selection Committee Handbook.

Professional Growth

8. Facilitating or arranging for facilitation by Mentors with at least 3 years of experience with the program (for leadership development purposes) of a 1-2-unit credit-optional monthly Seminar for Mentors to build a reflective community of practice to discuss issues they confront in mentoring student teachers, combined with further study of reflective supervision, leadership and mentoring skills. Documentation of meeting notes and sign in sheets are to be maintained throughout the fiscal year and kept on record for five years. All documents need to be accessible pending any State audits.
9. Facilitating or arranging for facilitation by Director Mentors with at least 3 years of experience with the program (for leadership development purposes) of a Seminar for Directors to build a reflective community of practice to discuss administrative issues, quality improvement strategies, leadership development and mentoring issues. Documentation of meeting notes and sign in sheets are to be maintained throughout the fiscal year and kept on record for five years. All documents need to be accessible pending any State audits.
10. Providing Mentor Seminar Instructors with Mentor and leadership materials such as the **Braving Trust**, or other current instructional materials as supplied by the District.
11. Ensuring that facilitators for the Mentor Seminars are regularly evaluated in accordance with college policies.
12. Supporting Mentor In-Service Training activities with Mentor materials and other appropriate funding where available.

Placements and Stipend Activities

13. Working within the college's administrative procedures to institutionalize the Mentor Program. This includes seeking curriculum committee approval for courses, including program information in the college catalog and course schedule, and establishing load credit for practicum instructors who support placements with Mentors.
14. Providing the District with official course outlines for all courses in which students may be placed with Mentors.



15. Placing students with Mentors, acting as intermediary between the student and Mentor, and monitoring the Mentors' work. The college agrees to offer the placement with a Mentor as an alternative to the existing practicum course(s).
16. Overseeing student placements with Mentors to ensure only one student will be in the Mentor's classroom at a time.
17. Approving the following as currently described in the Coordinator Handbook, and as may reasonably be revised by the District:
 - Mentor-protégé contracts for Post-Practicum placements;
 - Mentor-student contracts for Individual Student Mentoring;
 - Hourly Mentoring Record stipends for short-term mentoring services;
 - Hourly Birth to Three/FCCH Mentoring Record stipends for short-term mentoring services for Infant/Toddler and Family Child Care teachers and providers;
 - Mentoring Practicum Request;
 - Director Mentoring Birth to Three/FCCH Mentoring Request;
 - Director Mentoring Record Request;
 - Director Mentor Placement Contract Request;
18. Serving, if requested and willing, as a Field Trainer as currently described in the Coordinator Handbook, and as may reasonably be revised by the District.

Payments

19. Acknowledging that the Coordinator's stipend and any reimbursements due to the college will be withheld until the Letter of Agreement is received by the Mentor Program Office at Chabot College.
20. Maintaining records of all costs and disbursements and reporting these monthly to the CECMP in a timely and accurate manner within thirty days of expenditures. Pay may be docked in the following years' Letter of Agreement for all late paperwork.
21. Making and enforcing deadlines with all Mentors for dates when their forms must be submitted to the Coordinator.
22. Submitting all forms approving the placement within 30 days of placement beginning.
23. Submitting authorizations to pay all stipends within 30 days following the end of the placement.
24. Submitting all final fiscal reporting to the CECMP no later than the final fiscal year deadline (typically mid-May), in accordance with the *Payment Schedule* as provided to the Coordinator each contract year.
25. Submitting all requests for reimbursement to the CECMP monthly in accordance with the *Payment Schedule* as provided to the Coordinator each contract year.



26. Acknowledging that the Coordinator's payment may be withheld and/or reduced if reporting is not accomplished in a timely manner, and may be reflected in following years' budget.

Evaluations

27. Requiring completion of protegee/mentee Evaluation of Mentor Teacher and/or Director Mentor.

Agreements and Reports

28. Completing and submitting to the District annual Budget Survey **due March 14th of the contract year**
29. Submitting all stipend requests through the CECMP Reimbursement Site by **May 12 of the contract year**
30. Completing and submitting to the District Quarterly Reports as follows:
 - First Quarter: July 1- September 30, **due October 7 of the contract year**
 - Second Quarter: October 1 to December 31, **due January 6 of the contract year**
 - Third Quarter: January 1 to March 31, **due April 7 of the contract year**
 - Annual Report: July 1 – June 30, **due July 7 of the contract year**
31. Completing and submitting to the District all Annual Reporting materials on or before **July 7 of the contract year**.

Mentor Program Meetings

32. Attending all required Coordinator online meetings and/or being responsible for acquiring and understanding the information and materials presented at these meetings. Meeting dates are outlined below and are subject to change.
 - Coordinator Meeting #1: **September 13th, 2024**
 - Coordinator Meeting #2: **January 10th, 2025**
 - Coordinator Meeting #3: **April 11th, 2025**
33. Facilitating the selection of eligible participants for the annual Mentor Institute.

Maintaining Records

34. Keeping records on each Mentor and Director Mentor's placement history, student evaluations of the Mentor, the Mentor's application and re-certification, and stipend amounts. Being prepared to submit those records to the main office or during a program audit or evaluation upon request.
35. Maintaining program data and records in archives for five years.



C. Contractor will designate an instructor who will be responsible for teaching the Mentor Teacher/Adult Supervision Course, a 2-unit course on adult supervision skills for Mentor candidates, based on a course syllabus included on the CECMP website, LiveBinders,, and as may be reasonably revised by the District.

D. Contractor agrees to provide the following resources for implementation of the program:

1. Facilities for the Mentor Teacher/Adult Supervision Course, Selection Committee training and meetings, the Mentor Seminar as currently described on the CECMP website, LiveBinders, and as may be reasonably revised by the District.
2. Funds for program costs in excess of amounts provided in Section A of this agreement.

E. District reserves the right to withdraw the resources listed in Section A for non-performance of activities and requirements listed in Sections B through D. Written notice of such withdrawal—and a procedure and timeline to appeal such a decision—will be provided to the Contractor. Under some circumstances a program may be put on written probationary notice for six months to one year, and a determination will be made after performance is reviewed if resources will be withdrawn.

CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT AGREEMENT

CALIFORNIA EARLY CHILDHOOD MENTOR PROGRAM

This Agreement is being executed as of August 15, 2023 for the contract term beginning July 1, 2023, entered into by and between: the Chabot-Las Positas Community College District (CLPCCD), hereinafter known as the "District," on behalf of its California Early Childhood Mentor Program, hereinafter known as the "Mentor Program," and Solano Community College/Solano County Community College District, hereinafter known as "Contractor."

This agreement is entered into through the Chabot-Las Positas Community College District Board of Trustees approval process, pursuant to its meeting on August 15, 2023.

Appropriation or Grant Number: 23-3099

RECITALS:

Whereas, the Chabot-Las Positas Community College District has applied for and has received a grant from the California Department of Social Services for the purposes of operating a Mentor Program; and

Whereas, the CLPCCD has received authorization from its Board of Trustees to enter into agreements with California community colleges to provide such services as: coordinating and offering an adult supervision course and seminars for mentors and directors; coordinating and developing mentoring programs; offering honoraria for faculty working with the college mentoring program; providing books and other instructional materials for mentors; and printing and copying mentor materials.

Now, therefore, the parties agree as follows:

1. TERM: The term of this Agreement shall commence on July 1, 2024 and terminate June 30, 2025 except as otherwise set forth in this agreement.
2. SERVICES TO BE RENDERED BY CONTRACTOR: The services to be rendered are incorporated by reference as in attachment A. If any terms of the attachment and this Agreement are in conflict, this Agreement shall prevail.
3. PAYMENT: Request for stipend, or other covered reimbursements, to be submitted on the State office's reimbursement site and payment as a stipend to be made by District to Contractor shall be as set forth in Attachment A.
4. INDEPENDENT CONTRACTOR: The parties agree that with regard to this Agreement, Contractor is an independent contractor and not an employee of the District.

a) Any terms in this Agreement or its attachments referring to direction from the District shall be construed as providing for direction as to policy and the result of work only, and not as to the means by which such a result is obtained.

5. EXPENSES FOR EQUIPMENT, TOOLS, MATERIALS OR SUPPLIES: Contractor shall supply, at no cost or charge to District, all equipment, tools, materials, and/or supplies to accomplish the services agreed to be performed unless otherwise provided in this agreement; District shall not be liable to Contractor for any expenses paid or incurred by Contractor not provided for in this agreement unless otherwise agreed to in advance in writing.

6. ASSIGNMENT: Contractor shall not assign this Agreement nor the consideration payable under this Agreement without the written consent of the District.

7. TERMINATION: District may terminate this Agreement for District's convenience and without cause at any time by giving the other parties written notice of such termination. The notice shall specify the date upon which the termination becomes effective. In the event of such termination, Contractor shall be paid for his/her services that have been performed to the satisfaction of the District under this Agreement, up to the date of termination. Any payment by District shall be conditioned on Contractor providing to the District any and all materials required by District related to the services rendered.

8. WRITTEN NOTICE: All notices required or permitted to be given by this Agreement shall be deemed given when delivered electronically, through DocuSign, and/or personally delivered to the recipient thereof or two (2) days after it has been mailed by certified mail, return receipt requested, postage prepaid, and addressed to the parties.

a) Any party by a written notice to the other parties may change the address or email address of notice or the names of the persons or parties to receive written notice.

9. GOVERNING LAW: This Agreement shall be construed in accordance with and governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation, and performance of the Agreement shall be in Dublin, California.

10. SEVERABILITY: If any term, provision, covenant, or condition of the Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the rest of the Agreement shall remain in full force and effect and in no way shall be affected, impaired, or invalidated.

11. NON-WAIVER: The failure of any party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.

12. NO AUTHORITY TO BIND DISTRICT: Contractor has no authority to enter into contracts or agreements on behalf of District. This Agreement does not create the relationship of agent, servant, employee, partnership or joint venture with the District.

13. AMENDMENTS: No amendment to this Agreement shall be effective unless it is in writing and signed by all parties.

14. CONFLICT OF INTEREST: Contractor states that it is familiar with provisions of Section 87100 et seq. of the Government Code and certifies that it does not know of any facts which constitute a violation of said provisions. In the event Contractor receives any information subsequent to execution of this Agreement which might constitute a violation of said provisions, Contractor agrees it shall notify District of such information.

15. DAMAGES: Contractor shall be responsible for any and all damages resulting in whole or in part from Contractor's acts or omissions.

16. INDEMNIFICATION: District agrees to defend and indemnify and hold harmless Contractor, its Board of Trustees, officers, agents, and employees, individually and collectively, from and against all claims, liabilities, obligations and causes of action of whatever kind arising in any manner whatsoever out of or in connection with the acts or omissions of District, its Board of Trustees, officers, agents, and employees.

- a) Contractor agrees to defend and indemnify and hold harmless District, its Board of Trustees, officers, agents, and employees, individually and collectively, from and against all claims, liabilities, obligations and causes of action of whatever kind arising in any manner whatsoever out of or in connection with the acts or omissions of Contractor, its Board of Trustees, officers, agents, and employees.
- b) Contractor's obligations under this section 16 shall survive the termination of this Agreement.

17. COMPLIANCE WITH LAWS AND REGULATIONS: Contractor shall keep informed of all laws and governmental regulations that may affect its obligations. It shall observe and comply with, and shall cause all its agents, employees, consultants, and subcontractors to observe and comply with all said laws and regulations, including obtaining business permits and licenses that may be required to carry out the work to be performed under this Agreement, including all applicable provisions for subrecipient monitoring of federal funding awards.

18. LIABILITY OF DISTRICT: District's obligations under this Agreement shall be limited to the payment of the compensation as provided for in Section 3 of this Agreement but shall also include activities as provided for in Attachment A. Notwithstanding any other provision of this Agreement, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits, arising out of or in connection with this Agreement or the services performed in connection with this Agreement.

19. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, District and Contractor shall not unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national

origin, disability (including HIV and AIDS), medical condition (cancer), age, marital status, denial of family and medical care leave and denial of pregnancy disability leave. District and Contractor shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. District and Contractor shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f) set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this contract by reference and made a part hereof as it set forth in full. District and Contractor shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

20. BUDGET CONTINGENCY: This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government or the California State Legislature for the Fiscal Year(s) covered by this Agreement for the purpose of this program. In addition, this Agreement is subject to any additional restrictions, limitations, conditions or any statute enacted by the Congress or the State Legislature that may affect the provisions, terms or funding of this Agreement in any manner.

21. ENTIRE AGREEMENT/MODIFICATION: This writing sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions. This Agreement may be modified only by a written document executed and approved in the same manner as this Agreement.

22. COLLEGE COODINATOR: By Contractor signing this agreement, they understand that the California Early Childhood Mentor Program is coordinated by the College's designated CECMP Coordinator.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date specified immediately adjacent to their signatures below.

"District"

"Contractor"

Signed by:
By: Vice Chancellor Jonah Nicholas
CBF9B9886F1744F...

By: _____

Signature of CLPCCD person
authorized to execute agreement

Signature

Print Name: Jonah Nicholas

Print Name:
David Williams, Ph.D.

Title: Vice Chancellor Business
Services

Date:
9/11/2024

Title:
Vice President, Academic Affairs

Address:
4000 Suisun Valley Road

Fairfield, CA 94534

Date:

Recommended By:

Signature: 
50B14C3B6D6842A...

Print Name: Neva M. Bandelow

Title: Director, California Early Childhood Mentor Program

Address: 25555 Hesperian Blvd, Hayward, CA 94545

Date:
9/11/2024

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

TO: Members of the Governing Board

**SUBJECT: AMENDMENT TO THE CLINICAL EXPERIENCE
AGREEMENT WITH SOLANO COUNTY OFFICE OF
EDUCATION, FAIRFIELD-SUISUN UNIFIED SCHOOL
DISTRICT FOR THE ASSOCIATE DEGREE NURSING
PROGRAM**

REQUESTED ACTION:

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

SUMMARY:

Addendum #1 to Contract #9529-26 between SCC and Solano County Office of Education, Fairfield-Suisun Unified School District is being presented for approval. The terms of the contract were revised to include the addition of a Placement Program for Registered Nursing Students, which consists of unpaid clinical experience and unpaid practical experience. See exhibit A. All other contract terms and conditions remain the same.

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:* None

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

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

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

ADDRESS

707 864-7117

TELEPHONE NUMBER
David Williams, Ph.D.

Vice President, Academic Affairs

VICE PRESIDENT APPROVAL

November 20, 2024

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

Kellie Sims Butler, Ph.D.
Superintendent-President

December 4, 2024

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**



Fairfield-Suisun Unified School District
PURCHASING DEPARTMENT
2490 HILBORN ROAD, FAIRFIELD, CA 94534
(707) 399-5144 FAX: (707) 399-5151

ADDENDUM #1
TO CONTRACT #9529-26

November 19, 2024

The contract between the Fairfield-Suisun Unified School District and Solano Community College dated February 26, 2024 and numbered 9529-26 is hereby amended as follows:

To revise the terms of the contract:

Adding the following Placement Program

- *Registered Nursing Students*
 - *Unpaid - Clinical Experience*
 - *Unpaid – Practical Experience*

Responsibilities of each Party as further outlines in Exhibit "A" enclosed.

All other contract terms and conditions shall remain the same.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment on the date indicated below.

Fairfield-Suisun Unified School District

Solano Community College

By: _____ Date: _____

Jennifer Sachs
Superintendent

By: _____

Print Name:

Title:

Date: _____

Enclosed: Exhibit "A"

EXHIBIT "A"
Scope of Work or Services

The expectations and responsibilities of the Parties regarding the Registered Nursing program through which University students will gain unpaid clinical experience and unpaid practical experience in the public-school setting shall be as set forth herein this Scope of Work.

Responsibilities of University and District: **INITIAL HERE: _____** (University initials) **INITIAL HERE: _____**
(District initials)

- Responsible for creating and maintaining an appropriate learning environment
- Representatives for each party will be established on or before the execution of this Agreement.
- The District may immediately remove from the premises and retains the right to suspend or terminate any student's participation at the District. The District will immediately notify the University if such an action is required and the reasons for such action.
- Both parties before the beginning of the training shall agree upon the period of time for each student's clinical experience.
- The maximum number of students to receive training shall be mutually agreed upon by the parties at least 30 days prior to beginning of training based upon the availability of space and other considerations.
- Faculty and appropriate district staff will arrange for faculty and student orientations, and identify a process for ongoing communication between the district and the school at the beginning of each clinical experience.
- Faculty and appropriate district staff will annually review the appropriateness of the learning environment in relation to the program's written objectives.

Responsibilities of University: **INITIAL HERE: _____** (University initials)

- Responsible for verifying and confirming student is enrolled in appropriate course
- Require all participating students to maintain health insurance and provide proof of health insurance to the University. The District may request the student provide proof of health insurance prior to beginning of the training experience.
- Owns and operates an Associate Degree Nursing Program (ADN) which is accredited by the California Board of Registered Nursing.
- Shall complete and send to District a profile for each student enrolled in the Program which shall include the student's name, address and telephone number, driver's license number and social security number, prior to the beginning of the planned clinical experience.
- Shall notify the District of its planned schedule of student assignments, including the name of the student, level of academic preparation and length and dates of clinical experience prior to the planned clinical experience.
- Shall designate a faculty member to coordinate with a designee of District in the planning of the Program to be provided students.
- Shall maintain all personnel and academic records of the students.
- Shall enforce rules and regulations governing the students that are mutually agreed upon by University and District.
- Shall supervise all instruction and clinical experiences for students assigned in groups at the District.
- Shall notify the students that they are responsible for:
 - Following the clinical and administrative policies, procedures, rules and regulations of DISTRICT.
 - Arranging for their own transportation and living arrangements when not provided by SCHOOL.
 - Arranging for and assuming the cost of their own health insurance.
 - Assuming responsibility for their personal illness, necessary immunizations, tuberculin test, and annual health examination.
 - Maintaining confidentiality of patient information. No student shall have access to or have the right to receive any medical record, except when necessary in the regular course of the clinical experience. The discussion, transmission or narration in any form by students of any patient

information of a personal nature, medical or otherwise, obtained in the regular course of the Program is forbidden except as a necessary part of the practical experience.

- Following dress code of the DISTRICT and wearing name badges identifying themselves as students.
- Attending an orientation of the DISTRICT provided by its staff and instructors.
- Providing services to the DISTRICT's patients under the direct supervision of a faculty provided by SCHOOL or DISTRICT -provided staff/preceptors.
- Shall be solely responsible for any payroll taxes, withholdings, workers' compensation and any other insurance or benefits of any kind for students, employees, and agents of University providing services under this Agreement.
- Advise students that they are required to comply with District rules, regulations, and procedures.

Responsibilities of District:

INITIAL HERE: _____ (District initials)

- Shall accept from University the mutually agreed upon number of students enrolled in the aforementioned Program and shall provide said students with supervised clinical experience.
- Shall designate a member of District's staff to participate with the designee of University in planning, implementing and coordinating the training Program, including orientation.
- Shall permit students enrolled in the Program access to DISTRICT Facilities as appropriate and necessary for their Program, provided that the presence of the students shall not interfere with the activities of DISTRICT.
- May request SCHOOL to withdraw from the Program any student who DISTRICT determines is not performing satisfactorily, or who refuses to follow DISTRICT's administrative policies, procedures, rules and regulation. Such request must be in writing and must include a statement as to the reason or reasons why DISTRICT desires to have the student withdrawn. Said request shall be complied with within five (5) days of receipt of same. DISTRICT reserves the right to suspend from participation immediately any student who poses an imminent danger of harm to students or others.
- Shall, on any day when student is receiving training at its Facility, provide to student's necessary emergency health care or first aid for accidents occurring in its Facility. Except as provided regarding such emergencies, DISTRICT shall have no obligation to furnish medical or surgical care to any student. Students will be financially responsible for all such care rendered in the same manner as any other patient.
- Shall provide staff adequate in number and quality to insure safe and continuous health care services to patients.



FAIRFIELD-SUISUN UNIFIED SCHOOL DISTRICT
 2490 Hilborn Road • Fairfield, California 94534 • Telephone (707) 399-5000
 FAX: (707) 399-5151 • www.fsusd.org

PLACEMENT AGREEMENT
(Paid / Unpaid)

THIS PLACEMENT AGREEMENT is made and entered into on February 26, 2024 ("Agreement"), by and between **Fairfield- Suisun Unified School District** ("District") and Solano Community College ("University"). University and District may be referred to herein individually as a "Party" or collectively as the "Parties."

1. **Services.** As authorized by Education Code sections 44320 et seq., 44450 et seq. and/or other applicable law, this Agreement describes and confirms the expectations and responsibilities of the Parties regarding the Internship Program through which University students who may hold an intern credential, be enrolled in a credentialing program, or otherwise (collectively "Intern(s)") will gain experience in the public school setting ("Services" or "Work"), as set forth and more fully described in **Exhibit "A,"** attached hereto and incorporated herein by reference. The type of University Internship Program through which the Interns shall be provided pursuant to this Agreement is as follows:

Placement Program: _____

Check if unpaid: ☒

☐ Clinical Experience ☐ Fieldwork ☒ Intern ☐ Observation ☐ Practicum ☐ Student Teaching

2. **Price & Payment.** The University shall furnish the Services to the District for the following compensation ("Agreement Price"):



University is providing unpaid Interns/Students at no cost to District; *or*



University is providing services for a total flat fee of: \$ _____; *or*



University will provide a maximum number of hours of service at a rate of \$ _____ per hour
 for a total not to exceed \$ _____; *or*



Other: _____

Payment for the Services shall be made in accordance with the Terms and Conditions incorporated herein. District must approve University's form of invoice, which must be sufficiently detailed (e.g., name of school or department provided with Services, period of Services, number of hours of Services, brief description of Services provided).

3. **Agreement Time.** The Services shall commence on February 12, 2024, and shall be completed by June 30, 2026 ("Agreement Time").
4. **Submittal of Documents.** The University shall not commence the Services under this Agreement until the University has submitted the following documents as indicated below (check all that are required):

<input checked="" type="checkbox"/> Signed Agreement	<input checked="" type="checkbox"/> Insurance Certificates & Endorsements	<input checked="" type="checkbox"/> W-9 Form
<input checked="" type="checkbox"/> Education Code Sections 44830-44929/87400-87488 defines certificated service. The IRS predisposes an employer/employee relationship when state law mandates such a relationship. Are you currently, or have you ever paid into the California State Public Employees Retirement System or California State Teachers Retirement System? <u>Yes</u> <u>No</u>		

5. **Notice.** Any notice under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered (effective upon receipt) or sent by overnight delivery service (effective the next business day following the deposit thereof with the overnight delivery service), addressed as follows:

<u>DISTRICT</u> Fairfield-Suisun Unified School District 2490 Hilborn Road Fairfield, CA 94534 Attn: Laneia Grindle Asst. Supt., Business Services	<u>UNIVERSITY</u> Solano Community College 4000 Suisun Valley Road Fairfield, CA 94534 Attn: Maureen Powers, EdD. Fax/E-mail: Maureen.Powers@solano.edu
--	---

6. **Fingerprinting / Criminal Background / Megan's Law (Sex Offenders).** I have verified and will continue to verify that the employees of Consultant that will be on any school site and the employees of any subconsultants and/or subcontractors that will be on any school site are **not** listed on California's "Megan's Law" Website (<http://www.meganslaw.ca.gov/>). In addition, the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to any entity that has a contract with the District. Accordingly, one of the following boxes **must** be checked:

☒ Consultant certifies that Consultant has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 and that the California Department of Justice has determined that neither Consultant nor any of Consultant's employees, subcontractors, agents, and subcontractors' employees or agents (collectively "Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Consultant, who may interact with District pupils outside the immediate supervision and control of the pupil's parent or guardian or a District employee in the course of providing services pursuant to this Agreement, have been convicted of a felony, as that term is defined in Education Code section 45122.1. Consultant shall immediately provide the District any subsequent arrest and conviction information it receives from the California Department of Justice for those Employees during the course of providing services pursuant to this Agreement. A complete and accurate list of all Employees who may interact with District pupils during the course and scope of this Agreement is attached hereto.

☐ **[TO BE COMPLETED BY AUTHORIZED DISTRICT EMPLOYEE ONLY.]** Neither Consultant nor Consultant's Employees will have any interaction with District pupils outside the immediate supervision and control of the pupil's parent or guardian or a District employee so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 do not apply to Consultant for the services provided under this Agreement. As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.

District Representative's Name & Initials: Ken Whittemore, Asst. Supt. Of Personnel (KW) INITIAL HERE: 

☐ **[TO BE COMPLETED BY AUTHORIZED DISTRICT EMPLOYEE ONLY.]** Consultant's services pursuant to this Agreement are provided in an emergency or exceptional situation, such as when pupil health or safety is endangered, and the District will take appropriate steps to protect the safety of any pupil that may interact with Consultant and/or Consultant's Employees so that Consultant and/or Consultant's Employees do not interact with District pupils outside the immediate supervision and control of the pupil's parent or guardian or a District employee in the course of providing services pursuant to this Agreement. (Ed. Code, § 45125.1 (c).) As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.

District Representative's Name & Initials: _____ INITIAL HERE: _____

☐ **[TO BE COMPLETED BY AUTHORIZED DISTRICT EMPLOYEE ONLY.]** Consultant is a sole proprietor and in compliance with Education Code section 45125.1 (h)(1)-(2), the District confirmed with the California Department of Justice that Consultant has not been convicted of a felony, as that term is defined in Education Code section 45122.1, pursuant to the requirements of Education Code section 45125.1 (a). As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.

District Representative's Name & Initials: _____ INITIAL HERE: _____

7. **Tuberculosis (TB) Screening.** Check one of the following boxes:

☒ For each person, the District requires a statement of TB Clearance on file with the District.

☐ **Waiver of TB Screening.** University is not required to provide evidence of TB Clearance because University will not work directly with students on more than an occasional basis.

INITIAL HERE: L (University initials)

INITIAL HERE:  (District Representative initials)

8. **Health & Safety.** Consultant must comply with the policies, safety protocols and practices established by the District, the Health Officer of the County of Solano, the state of California, and OSHA and Cal-OSHA related to required health monitoring, cleaning and sanitization practices, physical distancing requirements, face coverings, use of personal protective equipment, site safety protocols, community infectious disease spread reduction plan, and communication matters (collectively "Health & Safety Policies") in effect as of the date of this Agreement and as may be revised during the performance of Work. Consultant must always review and implement the Health & Safety Policies in its performance of Work, including the work of Consultant's employees, sub-consultants, subcontractors, and agents (collectively "Applicable Worker(s)").

Consultant's Applicable Workers will not be allowed to enter the District's school site if they have a fever, cough or other COVID-19 or infectious disease symptom(s). Consultant agrees to implement, comply with, and fulfill the terms and requirements of the Health & Safety Policies. Consultant also acknowledges and hereby certifies that Consultant will require any Applicable Worker comply with the requirements of the Health & Safety Policies on the District's school site, including, but not limited to the requirements of **Exhibit "A."**

9. **Insurance:** University shall have and maintain insurance in force during the term of this Agreement with minimum limits identified below. University shall provide to the District certificate(s) of insurance and endorsements satisfactory to the District. The policy(ies) shall not be amended or modified and the coverage amounts shall not be reduced without thirty (30) days written notice to the District prior to modification. Except for worker's compensation insurance, the District shall be named as an additional insured on all policies. University's policy(ies) shall be primary; any insurance carried by the District shall only be secondary and supplemental. University shall not allow any subcontractor, employee, or agent to commence Work on this Agreement or any subcontract until the insurance required of University, subcontractor, or agent has been obtained.

<i>Insurance NOT required of University if corresponding box initialed by District representative</i>		<i>↓</i>
Commercial General Liability	\$1,000,000 per occurrence; \$2,000,000 aggregate	_____
Automobile Liability, Any Auto, combined single limit	\$1,000,000 per occurrence; \$2,000,000 aggregate	_____
Workers Compensation	Statutory limits pursuant to State law	_____
Employers' Liability	\$1,000,000	_____
Professional Liability (E&O), if Consultant is providing professional services or advice (on a claims-made form)	\$1,000,000	_____

Signature Continue on next page

ACCEPTED AND AGREED on the date indicated below. By signing this Agreement, the University has read and agrees to comply with the Terms & Conditions attached hereto. Each Party certifies, under penalty of perjury, that all the information provided in the Agreement is true, complete, and correct and that the person executing this Agreement has full power and authority to enter into the Agreement:

Fairfield-Suisun Unified School DistrictDated: February 26, 2024Signature: Ken WhittemorePrint Name: Ken WhittemorePrint Title: Asst. Supt. of PersonnelDated: Feb. 26, 2024Signature: Laneia GrindlePrint Name: Laneia GrindlePrint Title: Asst. Supt. Business Services**Approved as to Form:**Dated: February 20, 2024Signature: M. IriartePrint Name: Melissa IriartePrint Title: Director, Purchasing, Warehouse and Contracts**Solano Community College**Dated: February 9, 2024Signature: Susan WheetPrint Name: Susan WheetPrint Title: VP of Finance & Administration**Information regarding University:**

Indicate type of entity or if individual:

☐ Individual☐ Sole Proprietorship☐ Partnership☐ Limited Partnership☐ Corporation☐ Limited Liability Company☒ Other: government entity

TERMS & CONDITIONS TO INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL SERVICES

1. **Definitions & Construction.** All references to "University" herein these Terms & Conditions shall refer and apply to both University and its Intern(s) as applicable. Unless otherwise determined by District in its sole discretion, the Scope of Work provisions of Exhibit "A" shall control in the event they conflict in any way with these Terms & Conditions.

2. **Expenses.** District shall not be liable to University for any costs or expenses paid or incurred by University in performing the Work.

3. **Materials.** University shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.

4. **Independent Contractor.** University, in the performance of this Agreement, shall be and act as an independent contractor. University understands and agrees that he/she and all of his/her employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. University shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to University's employees.

5. **Standard of Care.**

5.1. University represents that University has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. University's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts. University's Services will be performed with due care and in accordance with applicable law, code, rule, regulation, and/or ordinance.

5.2. University hereby represents that it possesses the necessary professional capabilities, qualifications, licenses, skilled personnel, experience, expertise, and financial resources, and it has available and will provide the necessary equipment, materials, tools, and facilities to perform the Services in an efficient, professional, and timely manner in accordance with the terms and conditions of the Agreement.

5.3. University shall be responsible for the professional quality, technical accuracy, completeness, and coordination of the Services, and University understands that the District relies upon such professional quality, accuracy, completeness, and coordination by University in performing the Services.

5.4. University shall ensure that any individual performing Work under the Agreement requiring a California license shall possess the appropriate license required by

the State of California. All personnel shall have sufficient skill and experience to perform the work assigned to them.

6. **Originality of Services.** University agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to University and shall not be copied in whole or in part from any other source, except that submitted to University by District as a basis for such services.

7. **Copyright/Trademark/Patent.** University understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. University consents to use of University's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

8. **Termination.**

8.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate University only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by University. Notice shall be deemed given when received by the University or no later than three days after the day of mailing, whichever is sooner.

8.2. **Without Cause by University.** University may, upon sixty (60) days' notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate University for services satisfactorily rendered to the date of termination. Written notice by University shall be sufficient to stop further performance of services to District. University acknowledges that this sixty (60) day notice period is acceptable so that the District can attempt to procure the Services from another source.

8.3. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

8.3.1. Material violation of this Agreement by the University; or

8.3.2. Any act by University exposing the District to liability to others for personal injury or property damage; or

8.3.3. University is adjudged a bankrupt or makes a general assignment for the benefit of creditors or a receiver is appointed on account of University's insolvency.

8.4. Written notice by District shall contain the reasons for such intention to terminate and, unless within three (3) calendar days after that notice the condition or

violation shall cease or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required Services from another University. If the expense, fees, and/or costs to the District exceeds the cost of providing the Services pursuant to this Agreement, the University shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expenses, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

8.5. Termination for Non-Appropriation of Funds. The continuation of this Agreement is contingent upon the appropriation of funds to fulfill the requirements of the Agreement by the District. If the District fails to appropriate sufficient monies to provide for the continuation of the Agreement, or if appropriations to the District are reduced and the effect of such reduction is to provide insufficient monies for the continuation of the Agreement, the Agreement shall terminate on the date of the beginning of the first fiscal year for which funds have not been appropriated. Consultant will only be entitled to payment for deliverables that have been satisfactorily completed as of the termination date.

8.6. Upon termination, University shall provide the District with all documents produced maintained or collected by University pursuant to this Agreement, whether or not such documents are final or draft documents.

9. Indemnification. To the furthest extent permitted by California law, University shall defend, indemnify, and hold free and harmless the District, its agents, representatives, officers, consultants, employees, trustees, and volunteers ("the indemnified parties") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, including without limitation the payment of all consequential damages ("Claim"), arising out of, pertaining to or relating to, in whole or in part, the negligence, recklessness, errors or omissions, or willful misconduct of University, its officials, officers, employees, subcontractors, consultants, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services or from any activity, work, or thing done, permitted, or suffered by the University in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that University proposes to defend the indemnified parties.

10. Release. Consultant acknowledges that it is voluntarily and freely entering into this Agreement and deciding to perform the Work which may require Consultant to enter upon and into District's school sites and premises ("Premises") and that Consultant's use of the Premises includes the possible exposure to and illness from infectious disease including, but not limited to, MSRA, influenza and COVID19 (collectively "Infectious Disease"). Consultant further acknowledges the dangers

involved and with full knowledge of these dangers, voluntarily agrees to assume all risks of bodily injury, death, or property damage, whether those risks are known or unknown. Consultant hereby releases the District, its agents, representatives, officers, consultants, employees, trustees, and volunteers (the "indemnified parties") from any and all liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that Consultant, its staff, participants, relatives, children, spouse, partner, household members, family members, employees, guests, invitees, volunteers, agents, subcontractors and any other person tracing exposure or illness to Consultant, now have, or may have in the future, for injury, trauma, illness, loss, unwanted contact, harassment, disability, death or property damages related to being exposed to or contracting an Infectious Disease while on the Premises for the performance of the Work.

11. Student Records.

11.1. Confidentiality. The District, in its sole and absolute discretion, may choose to provide University and University's agents and employees ("Personnel") with access to records that are protected from disclosure by various laws ("Confidential Information"), or may have previously chosen to do so, provided that access may lawfully be given under applicable law. The District, in its sole and absolute discretion, may, for example, choose to provide University with access to records that are protected from disclosure by the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g ("FERPA") and 34 C.F.R. part 99 ("FERPA Regulations"), if University has a legitimate educational interest pursuant to 34 C.F.R. § 99.31(a)(1)(i)(A). In the event that the District, in its sole and absolute discretion, permits University access to Confidential Information, University and its Personnel shall hold the Confidential Information in trust for the District's benefit, and shall, in addition to any other obligation imposed by this Agreement or law, utilize the utmost care at all times to adopt and follow practices and procedures to prevent the unauthorized disclosure of Confidential Information.

11.2. Nondisclosure. Should District, in its sole and absolute discretion, choose to permit University and its Personnel access to Confidential Information, or has already done so, University acknowledges and agrees that University and its Personnel shall use the Confidential Information solely in connection with performance by University of the Services provided to the District, and shall not use the Confidential Information for any other purpose without the prior written consent of the District. University acknowledges and agrees that University will not disclose Confidential Information to any other person or entity without the prior consent of the parent or eligible student, except that University's Personnel may use the Confidential Information, but only for the purposes for which the disclosure was made. In no event shall University or its Personnel disclose or permit the disclosure of Confidential Information or any files,

compilation, study, report, analysis, or any other work derived from or influenced by the Confidential Information ("Derivative Product") to any person that is not a Party to this Agreement without the prior written consent of District. University shall not distribute, disclose, or disseminate any Confidential Information to any person, except that University may disclose Confidential Information to its Personnel if necessary to perform the Personnel's function. Disclosure to University's Personnel shall be limited to Confidential Information that is necessary to perform Personnel's Services and related to the legitimate educational interest for which the Confidential Information was disclosed.

11.3. Subpoenas and Judicial Orders.

Notwithstanding any other term of this Agreement, University may disclose Confidential Information received from District when required to do so by law, judicial body, or government agency, provided that it complies with applicable law. However, if University or its Personnel are served with any subpoena, court order, or other legal process seeking disclosure of Confidential Information, University shall provide District notice of the subpoena, court order, or other legal process within forty-eight (48) hours of receipt or upon a shorter time frame as necessary so that District may exercise any applicable legal rights and remedies. In no event shall University or its Personnel voluntarily disclose Confidential Information without a subpoena, court order, or other legal process unless and until University has given all required notices to the District, parent, and/or eligible student. University agrees and acknowledges that a violation of this paragraph by University shall be a material breach of this Agreement.

11.4. Breach.

If Confidential Information in the possession of University is accessed without authorization, or if a system maintained by University containing Confidential Information is breached, University shall notify the District in writing without delay. University shall be solely responsible for compliance with any legally required notifications resulting from the breach, including notifications to affected persons, and University shall reimburse the District for the reasonable cost of any notification the District, in its sole discretion, deems appropriate, regardless of whether such notification is mandated by law.

12. Assignment. The obligations of the University pursuant to this Agreement shall not be assigned by the University.

13. Compliance with Laws. University shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. University shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If University observes that any of the Services required by this Agreement is at variance with any such laws, ordinance, rules or regulations, University shall notify the

District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon University's receipt of a written termination notice from the District. If University performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, University shall bear all costs arising therefrom.

14. Permits/Licenses. University and all University's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this agreement.

15. Safety and Security. University is responsible for maintaining safety in the performance of this Agreement. University shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

16. Employment with Public Agency. University, if an employee of another public agency, agrees that University will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.

17. Anti-Discrimination. It is the policy of the District that in connection with all work performed under Agreements there be no discrimination against any employee engaged in the work because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status and therefore the University agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the University agrees to require like compliance by all its subcontractor(s).

18. Workers' Compensation. University shall comply with the provisions of Labor Code § 3700, et seq., that require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code. University shall either being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State or by securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure.

19. Audit. University shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of University transacted under this Agreement. University shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. University shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices,

records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to University and shall conduct audit(s) during University's normal business hours, unless University otherwise consents.

20. District's Evaluation of University and University's Employees and/or Subcontractors. The District may evaluate the University in any manner which is permissible under the law. The District's evaluation may include, without limitation: requesting that District employee(s) evaluate the University and the University's employees and subcontractors and each of their performance and announced and unannounced observance of University, University's employee(s), and/or subcontractor(s).

21. Limitation of District Liability. Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

22. Disputes. In the event of a dispute between the parties as to performance of Work, Agreement interpretation, or payment, the Parties shall attempt to resolve the dispute by negotiation and/or mediation, if agreed to by the Parties. Pending resolution of the dispute, University shall neither rescind the Agreement nor stop Work.

23. Confidentiality. The University and all University's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

24. Integration/Entire Agreement of Parties. This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

25. California Law. This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this

Agreement shall be maintained in the California county in which the District's administration offices are located.

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

27. Severability. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

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

29. Drug-Free/Smoke Free Policy. No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on District property. No students, staff, visitors, contractors, or subcontractors are to smoke or use drugs or alcohol on District sites.

30. Conflict of Interest. University shall abide by and be subject to all applicable District policies, regulations, statutes or other laws regarding conflict of interest. University shall not hire any officer or employee of District to perform any service by this Agreement. University affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between University's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to District's attention in writing. Through its execution of this Agreement, University acknowledges that it is familiar with the provisions of Section 1090 *et seq.* and Section 87100 *et seq.*, of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event University receives any information subsequent to execution of this Agreement, which might constitute a violation of said provisions, University agrees it shall notify District of this information.

31. Agreement Contingent on Governing Board Approval. The District shall not be bound by the terms of this Agreement until it has been formally approved or ratified by the District's Governing Board, and no payment shall be owed or made to University absent formal approval.

EXHIBIT "A"
Scope of Work or Services

The expectations and responsibilities of the Parties regarding the Internship Program through which University Intern(s) will unpaid student teaching experience in the public school setting shall be as set forth herein this Scope of Work.

Responsibilities of University and District: **INITIAL HERE:** (University initials) **INITIAL HERE:** (District initials)

- Responsible for creating and maintaining an appropriate learning environment
- Representatives for each party will be established on or before the execution of this Agreement.
- The District may immediately remove from the premises and retains the right to suspend or terminate any student's participation at the District. The District will immediately notify the University if such an action is required and the reasons for such action.

Responsibilities of University: **INITIAL HERE:** (University initials)

- Responsible for verifying and confirming student is enrolled in appropriate course
- Responsible for the appointment and assignment of fieldwork educators with responsibility for student teaching
- Specification of the responsibility for treatment and follow-up when a student is exposed to an infectious or environmental hazard or other occupational injury
- Retain ultimate responsibility for the education and assessment of its students. The University's representative for this Agreement shall be a faculty member appointed and assigned by the University, who will be responsible for student teaching and assessment provided pursuant to this Agreement.
- Require all participating students to maintain health insurance and provide proof of health insurance to the University. The District may request the student provide proof of health insurance prior to beginning of the training experience.
- Require all participating students to have completed an appropriate criminal background check, and to have documented appropriate immunizations on file with the University. If applicable, the District shall notify the student of any requests for evidence of criminal background test or immunization. The University will inform the student of his/her responsibility to provide evidence to the District of any required criminal background checks or immunizations, when requested. The District shall notify the University of its requirements of an acceptable criminal background check and required immunizations. The University will also inform students that they may be required to undergo a drug test or other similar screening tests pursuant to the District's policies and practices, and that the cost of any such test will be paid by the student, if not the District.
- Advise students that they are required to comply with District rules, regulations, and procedures.
- If requested by the District, the University will provide instruction to the District's staff with respect to the University's expectations regarding assessment of the University's students at the District.

Responsibilities of District: **INITIAL HERE:** (District initials)

- Provide student, and faculty if applicable, access to appropriate resources for student education.
- The District will provide qualified and competent staff members in adequate number for the instruction and supervision of students using the District facilities.
- Provide, or facilitate access to, emergency care, at the student's expense, for any student who becomes sick or injured by conditions arising out of or in the course of that student's participation in experience at the District.
- District staff will, upon request, assist the University in the assessment of the learning and performance of participating students by completing assessment forms provided by the University and returned to the University in a timely fashion.
- Provide for the orientation of University's participating students as to the District's rules, regulations, policies, and procedures.
- District agrees to comply with applicable state and federal workplace safety laws and regulations. In the event a student is exposed to an infectious or environmental hazard or other occupational injury (i.e., needle stick) while at the District, the District, upon notice of such incident from the student, will provide such emergency care as is provided its employees, including, where applicable: examination and evaluation by District's emergency department or other appropriate facility as soon as possible after the injury; emergency medical care immediately following the injury as necessary; initiation of the HBV, Hepatitis C (HCV), and/or HIV protocol as necessary; and HIV counseling and appropriate testing as necessary. In the event that District does not have the resources to provide such emergency care, University will refer such student to the nearest emergency facility. The University will define, for its students, who bears financial responsibility for any charges generated.

- Identify a site coordinator who will communicate and cooperate with the University's academic fieldwork coordinator to ensure faculty/preceptor and student access to appropriate resources for the clinical training experience.
- Furnish and permit students free access to appropriate equipment and supplies for providing services to the District's clients.
- Allow students to utilize the District's eating facilities at the students' sole expense, as available.
- There is a clear indication as to whether the District adheres to particular professional code(s) of ethics.

CLINICAL EXPERIENCE AGREEMENT

This Renewal Agreement is between **Solano County Office of Education** (hereinafter known as **HEALTH CENTER**) located at **5100 Business Center Drive, Fairfield, Ca 94534**, and **Solano Community College** (hereinafter known as **SCHOOL**) and located at **4000 Suisun Valley Road, Fairfield, California 94534-3197** and is effective as of July 1, 2024 through June 30, 2027.

RECITALS

- A. The Solano County Office of Education (SCOE) operates schools and programs throughout Solano County for students with disabilities, medial conditions, and other special needs, pre-K through 12th grade. (hereinafter referred to as "Facility").
- B. SCHOOL owns and operates an **Associate Degree Nursing Program (ADN)** which is accredited by the **California Board of Registered Nursing**. SCHOOL desires its students to obtain practical experience at HEALTH CENTER's Facility through participation in a clinical program for its **Registered Nursing** students ("Program").
- C. It is to the mutual benefit of the parties to this Agreement that the students at SCHOOL's Program use such Facility for their clinical experience.

Now, therefore, the parties agree as follows:

1. GENERAL INFORMATION

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

2. SCHOOL'S RESPONSIBILITIES

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

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

3. HEALTH CENTER'S RESPONSIBILITIES

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

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

4. AFFIRMATIVE ACTION AND NON-DISCRIMINATION

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

5. STATUS OF SCHOOL AND HEALTH CENTER

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

6. INDEMNIFICATION

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

7. INSURANCE

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

8. TERM AND TERMINATION

- A. Term. This Agreement shall be effective as of the date first written above and shall remain in effect for three (3) years thereafter.
- B. Renewal. This Agreement may be renewed for subsequent one (1) year terms, by either party giving the other at least 30 days prior written notice of their desire to renew, and the other party's agreeing to such a renewal prior to the expiration of the then current term of the Agreement.

C. Termination.

- 1) Mutual Agreement. This Agreement may be terminated at any time upon the written concurrence of the parties.
- 2) Without Cause. This Agreement may be terminated without cause with 30 days prior written notice by either party. Such termination shall not take effect, however, with regard to students already enrolled until such time as those students have completed their training for the school semester during which such termination notice is given.

9. GENERAL PROVISIONS

- A. Amendments. This Agreement may be amended at any time by mutual agreement of the parties without additional consideration, provided that before any amendment shall become effective, it shall be reduced to writing and signed by the parties. Notwithstanding the foregoing, should any provision of this Agreement be in conflict with a governing State or federal law, it shall be deemed amended accordingly.
- B. Assignment. Neither party shall voluntarily or by operation of law, assign or otherwise transfer this Agreement without the other party's prior written consent. Any purported assignment in violation of this Section shall be null and void.
- C. Attorney's Fees. In the event that any action, including arbitration, is brought by either party to enforce or interpret the terms of this Agreement, the prevailing party in such action shall be entitled to its costs and reasonable attorney's fees, in addition to such other relief as the court or arbitrator may deem appropriate.
- D. Captions. Any captions to or headings of the articles, sections, subsections, paragraphs, or subparagraphs of this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of validity of this Agreement or any provision hereof.
- E. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.
- F. Entire Agreement. This Agreement, including all Attachments, is the entire Agreement between the parties and no other agreements, oral or written, have been entered into with respect to the subject matter of this Agreement.

- G. Force Majeure. Neither party shall be liable nor deemed to be in default for any delay or failure in performance under this Agreement or other interruption of service or employment deemed resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, failure of transportation, machinery or supplies, vandalism, strikes or other work interruptions beyond the reasonable control of either party. However, both parties shall make good faith efforts to perform under this Agreement in the event of any such circumstances.
- H. Governing Law. The validity, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California.
- I. Notices. Notices required under this Agreement shall be sent to the parties by certified or registered mail, return receipt requested, postage prepaid, at the addresses set forth below:

1. Notice to SCOE:

Manolo Garcia
Associate Superintendent,
Human Resources and Educator Effectiveness
Telephone: (707) 399-4441
mgarcia@Solanocoe.net

2. Notice to the SCHOOL

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

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

- J. Remedies. The various rights, options, elections, powers, and remedies of the respective parties hereto contained in, granted, or reserved by this Agreement, are in addition to any others that said parties may be entitled to by law, shall be construed as cumulative, and no one of them is exclusive of any of the others, or of any right or priority allowed by law.

- K. Severability. The provisions of this Agreement shall be deemed severable and if any portion shall be held invalid, illegal or unenforceable for any reason, the remainder of this Agreement shall be effective and binding upon the parties.
- L. Waiver of Provisions. Any waiver of any terms and conditions hereof must be in writing and signed by the parties hereto. A waiver of any term or condition hereof shall not be construed as a future waiver of the same or any other term or condition hereof.

10. EXECUTION

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

HEALTH CENTER

Solano County Office of Education

By: _____

Michelle Henson
Deputy Superintendent

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

Date: _____

SCHOOL

Solano Community College

By:  _____

David Williams Ph.D

Title: _____
Vice President

Date: 8/8/2024 _____

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

TO: Members of the Governing Board

**SUBJECT: BOARD STUDY SESSION: EMPOWERING STUDENT
RESILIENCE; A STUDENT SERVICES STUDY SESSION**

REQUESTED ACTION:

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

SUMMARY:

An update on Student Services will be provided at the December 4, 2024, Governing Board Meeting.

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.A.
Vice President, Student Services

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 864-7159

TELEPHONE NUMBER

Lisa Neeley, M.A.
VICE PRESIDENT APPROVAL

November 21, 2024
**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

Kellie Sims Butler, Ph.D.
Superintendent-President

December 4, 2024
**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**



SOLANO
COMMUNITY COLLEGE

Empowering Student Resilience: *A Student Services Study Session*

DECEMBER 4TH 2024

Student Services Mission Statement

The mission of student services at Solano Community College is to build a student-centered, holistic community of support and resources guided by the principles of collaboration, equity, and social justice. We are committed to dismantling barriers and ensuring that our student support services represent the diverse needs, broad interests, and lived experiences of our campus populations. We are dedicated to empowering each student to realize their personal, educational and career goals through customer service excellence grounded in kindness, empathy, and respect.

Our Focus

- ▶ Student Choice: in-person, online, phone, e-mail, or chat
- ▶ Expanding Capacity
- ▶ Creative Program Support
- ▶ Customer Service is an Equity Strategy
- ▶ Community Building



Highlights and Successes

Admissions & Records



Fall 2024: 5,397 calls



Maintaining <2% abandoned call rate



Average 25 students/day in-person services



2024 to date: 40,000 emails

Academic Counseling



Spring 2024: 3,665 appts



Fall 2024: 3,166 appts

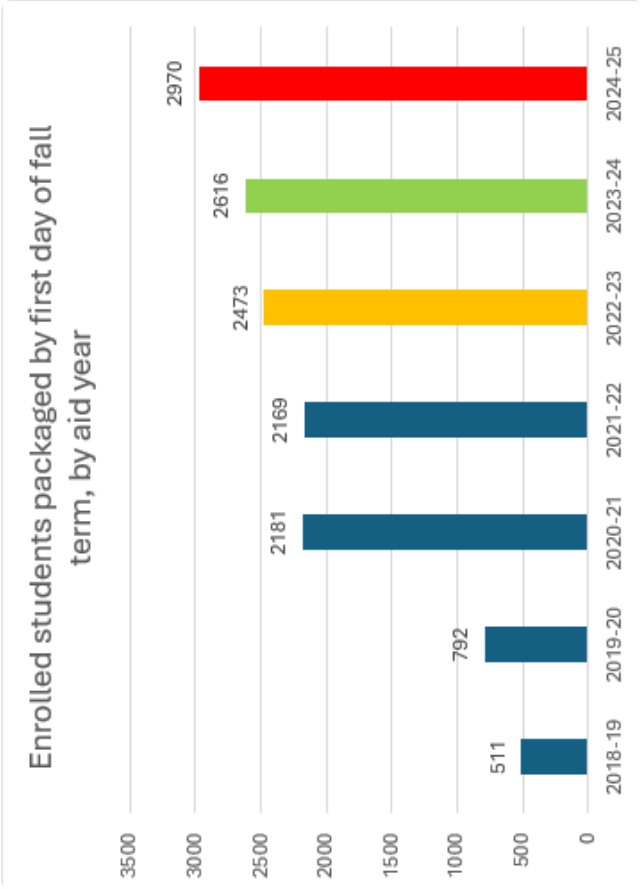
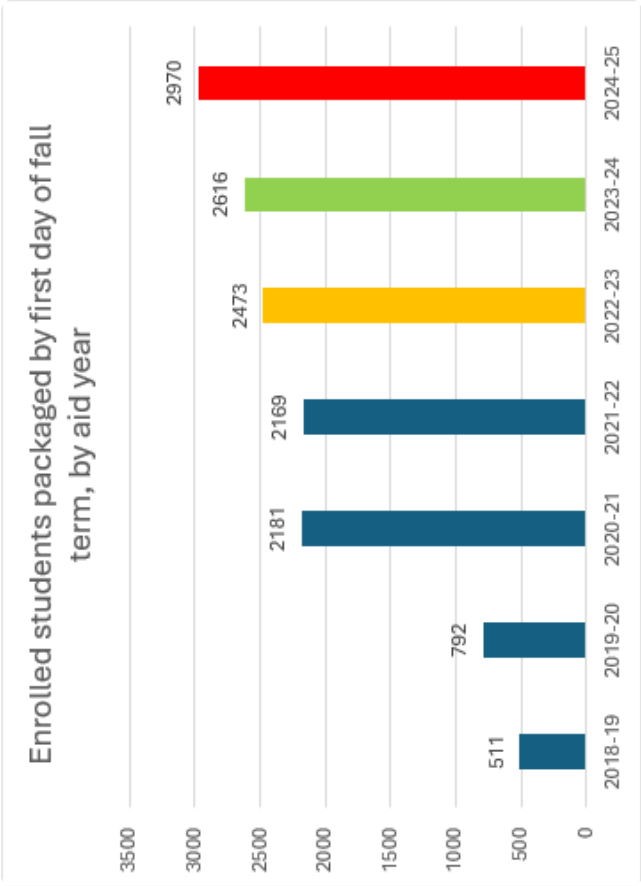


40-45% in person

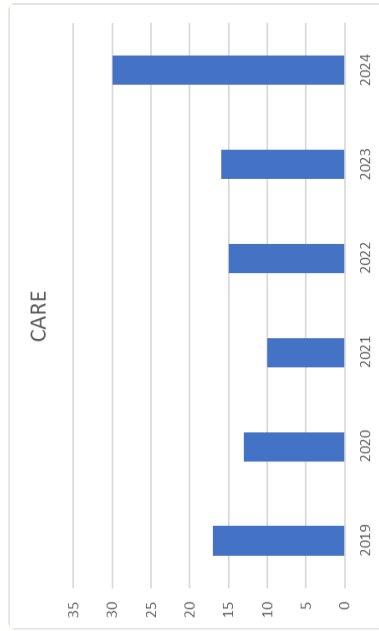
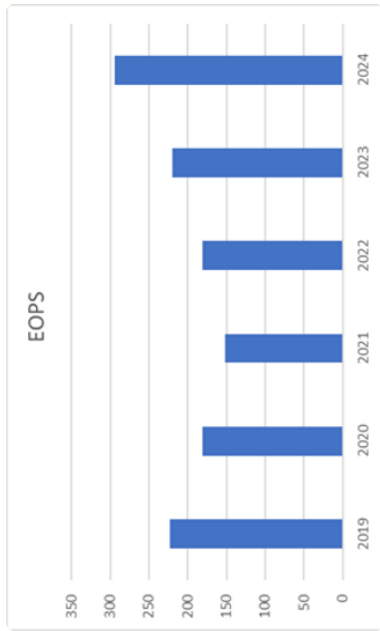
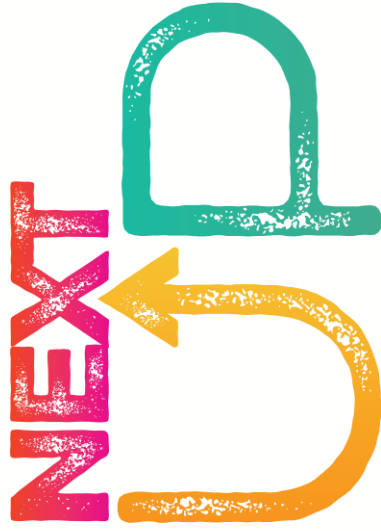


Faculty Prioritization

FINANCIAL AID



Innovation: EOPS CARE NEXTUP



Academic Tutoring

- ▲ 3,900 visits
- ▲ 400-500 online tutoring sessions
- ▲ Free snacks, coffee, and tea
- ▲ Site Leads at VV/VJO
- ▲ New Supervisor, Shaunte Hill



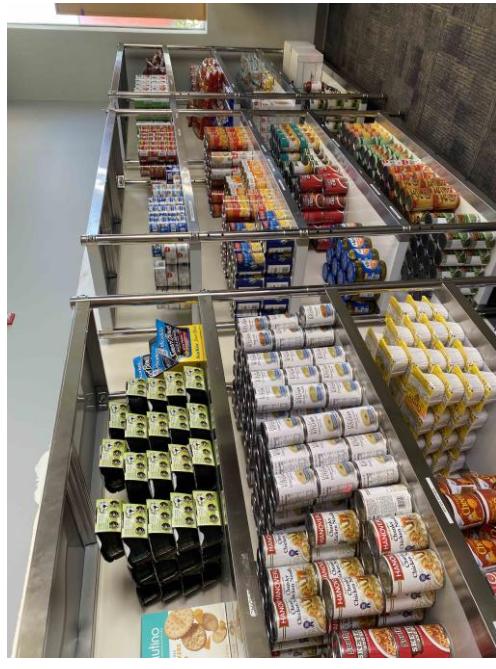
Student Equity & Success

- ▶ LGBTQ+ Pride Center
- ▶ Student Reproductive Health Club
- ▶ Black Student Cultural Center
- ▶ AANHPI Student Grant
- ▶ A2Mend / IMANI
- ▶ Teaching 4Equity
- ▶ Bldg 400 Refresh



Basic Needs Program

- ▲ Food Pantry
- ▲ Clothes Closet
- ▲ Lactation Room
- ▲ Housing Assistance
- ▲ Mental Health - TimelyCare



TimelyCare Mental Health Services

October 2024

250 total students enrolled

477 total virtual visits (38% after hours)

44% video; 56% phone

Average TalkNow wait time = 4.8 minutes

68% female identified

53% 18-22 yrs

TimelyCare Reasons for Visit

Top 5 Scheduled Counseling Reasons for Visit ⓘ



Top 5 TalkNow Reasons for Visit ⓘ



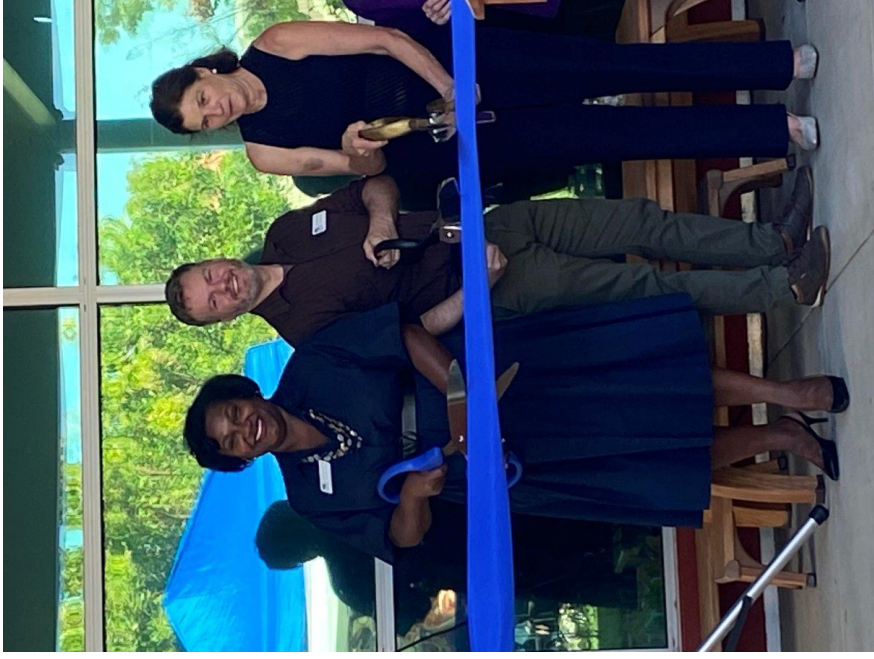
Veterans Resource Center

- ▶ New Position: Director of Veterans Resource Center
- ▶ Fall 2024: 7% increase VRC population
- ▶ Veterans Appreciation Day
- ▶ Toys for Tots Drive



Early Learning Center

- ▲ New Building!
- ▲ Juwan Vartanian building naming ceremony
- ▲ Winter Wish is off and running!



Vallejo Center

- ▶ Expanded Services
- ▶ State-of-the-art Digital Media Lab
- ▶ Wellness Center
- ▶ Community Partnerships
- ▶ VCUSD
- ▶ Workforce Development Board
- ▶ Improve Your Tomorrow
- ▶ PACT Upward Bound
- ▶ SCOE
- ▶ Touro University
- ▶ CC Pathway to Law School



NEW DEAN HIRES



Heather Watson-Perez
Dean of Student Equity & Success



Dr. Murrell Green
Interim Dean of
Counseling

Community Building



AGENDA ITEM 14.(a)
MEETING DATE December 4, 2024

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

TO: Members of the Governing Board

**SUBJECT: FIRST READING OF REVISIONS TO BOARD POLICY 1077
PARTICIPATION IN LOCAL DECISION MAKING**

REQUESTED ACTION:

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

SUMMARY: To eliminate redundancy, College Governance has recommended the deletion of Board Policy 1077. The content of BP 1077 is already encompassed within BP 2005, *Participation in Local Decision-Making*, which also incorporates provisions for the Academic Senate's "10+1" and the Ethnic Minority Coalition. At this time, revisions to BP 1077 are being presented for review as part of the first reading before its proposed deletion.

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: 51023.5;51023.7; 53200;70902 Board Policy:1000, 2005 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

Kellie Sims Butler, Ph.D.
Superintendent-President

December 4, 2024

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

VICE PRESIDENT APPROVAL

November 15, 2024

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

SOLANO COMMUNITY COLLEGE DISTRICT

PARTICIPATION IN LOCAL DECISION MAKING

1077

POLICY:

The Governing Board is the ultimate decision-maker in those areas assigned to it by state and federal laws and regulations. In executing that responsibility, the Board is committed to its obligation to ensure that appropriate members of the District participate in developing recommended policies for Board action and administrative procedures for Superintendent-President action under which the District is governed and administered.

Each of the following groups shall participate as required by law in the decision-making processes of the District:

Academic Senate(s) (Title 5, Sections 53200-53206.)

The Board or its designees will consult collegially with the Academic Senate, as duly constituted with respect to academic and professional matters, as defined by law. Procedures to implement this section are developed collegially with the Academic Senate.

Staff (Title 5, Section 51023.5.)

Staff shall be provided with opportunities to participate in the formulation and development of District policies and procedures that have a significant effect on staff. The opinions and recommendations of the **representative** groups will be given every reasonable consideration.

Students (Title 5, Section 51023.7.)

The Associated Students of Solano College (ASSC) shall be given an opportunity to participate effectively in the formulation and development of District policies and procedures that have a significant effect on students, as defined by law. The recommendations and positions of the Associated Students will be given every reasonable consideration. The selection of student representatives to serve on District committees or task forces shall be made after consultation with the Associated Students.

SOLANO COMMUNITY COLLEGE DISTRICT

PARTICIPATION IN LOCAL DECISION MAKING

1077

Except for unforeseeable emergency situations, the Board shall not take any action on matters subject to this policy until the appropriate constituent group or groups have been provided the opportunity to participate within the following timeframe:

- (1) The applicable campus group or groups shall have no more than two months (three months if over summer or semester break) from the Board's first reading of a policy to propose addition(s)/deletion(s) to a policy or agree to the policy as submitted to the Board for first reading.
- (2) After a policy has been perused by all appropriate campus groups for their input, the Secretary of the Board shall submit the proposed policy to the Board Ad Hoc Policy Committee within two weeks following the meeting date at which the policy was reviewed by the last campus group submitting their input on the policy that was submitted to the Board for first reading.
- (3) The Board Ad Hoc Policy Committee will recommend the policy to the Board for approval by the second Governing Board meeting following receipt of policy from the Secretary of the Board.

Nothing in this policy will be construed to interfere with the formation or administration of employee organizations or with the exercise of rights guaranteed under the Educational Employment Relations Act, Government Code Sections 3540, et seq.

REFERENCES/ AUTHORITY:

Education Code Section 70902(b)(7); Title 5 Sections 53200 et seq., (Academic Senate), 51023.5 (Staff), 51023.7 (Students)

Accreditation Standard IV.A and IV.D.7

ADOPTED: June 18, 2014

REVISED: March 1, 2017

REVIEWED: October 5, 2022