

**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 Assignment

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Juan Brambila	Electrician	03/03/2025
Mary Ann Burkett	Account Clerk	02/20/2025
Elizabeth Carranza	Account Clerk	02/20/2025
Cody Wippert Whitlock	Account Clerk	02/20/2025

Change in Assignment

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Claudia Tenty	From Information Analyst to Director, Information Services	02/03/2025

District Resignation

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Sheila Hudson	Dean - School of Health Sciences 5 years of service at SCC	02/07/2025

Professional Expert

<u>Name</u>	<u>Assignment</u>	<u>Fund/Grant</u>	<u>Effective</u>	<u>Amount</u>
Makayla Johnson	Assistant Coach Volleyball	General Fund	03/01/25 - 06/01/25	NTE \$5,500.00
Kyle Stafford	Assistant Coach Baseball	General Fund	03/01/25 - 06/01/25	NTE \$6,924.00
Elizabeth Roark	Assistant Coach Basketball	General Fund	03/01/25 - 06/01/25	NTE \$4,810.00

Short-Term/Temporary/Substitute

<u>Name</u>	<u>Assignment</u>	<u>Fund/Grant</u>	<u>Effective</u>	<u>Amount</u>
Erick Angulo	Journey Level Assistant -Fire	General Fund	02/20/25 - 06/30/25	\$26.00/Hour

SOLANO COMMUNITY COLLEGE HUMAN RESOURCES CONSENT CALENDAR

Governing Board Meeting

February 19, 2025

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Jaden Baird	Special Projects	Outreach Fund	02/20/25 - 06/30/25	\$65.00/Hour
Stephany Ballesteros	Courier	General Fund	02/20/25 - 06/30/25	\$18.00/Hour
Alison Bolton	Curriculum Committee Adjunct Representative	General Fund	08/12/24 – 05/22/25	\$1,000.00 Lump Sum
Shanice Hagan	Student Services Generalist - ASC	SEA Fund	02/20/25 - 06/30/25	\$19.91/Hour.
Nathan Hudack	Custodian	General Fund	02/20/25 - 06/30/25	\$18.00/Hour
Rachel Kia	Skills Lab - Nursing	General Fund	01/21/25 - 05/30/25	\$69.27/Hour
Matt McLean	Guitar Instructor	General Fund	01/17/25 - 06/01/25	\$400.00 Lump Sum
Karen Miller	Skills Lab - Nursing	General Fund	01/13/25 - 05/30/25	\$57.74/Hour
Lydia Ortega Gomez	Custodian	General Fund	02/20/25 - 06/30/25	\$18.00/Hour
Daria Taback	Adjunct Professor - Additional Assignment	Perkins V	07/01/24 - 05/10/25	\$62.22/Hour

Salvatore Abbate
Human Resources

February 07, 2025

Date Submitted

Kellie Sims Butler, Ph.D.
Superintendent-President

February 19, 2025

Date Approved

AGENDA ITEM 11.(c)
MEETING DATE February 19, 2025

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

TO: Members of the Governing Board

SUBJECT: WARRANTS – JANUARY 2025

REQUESTED ACTION:

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

SUMMARY:

Run Date	Type		Check Numbers	Total Amount
1/6/2024	AP	Vendor Payments	11130444 - 11130492	\$231,515.12
1/9/2025	AP	Vendor Payments	11130493 - 11130541	\$497,705.35
1/9/2025	CP	Vendor Payments	11130542 - 11130542	\$25,620.00
1/9/2025	QD	Vendor Payments	11130543 - 11130543	\$9,682.50
1/9/2025	QE	Vendor Payments	11130544 - 11130550	\$85,264.82
1/16/2025	AP	Vendor Payments	11130551 - 11130651	\$285,863.78
1/16/2025	QE	Vendor Payments	11130652 - 11130657	\$1,054,500.45
1/23/2025	AP	Vendor Payments	11130658 - 11130725	\$536,249.54

CONTINUED ON NEXT PAGE:

STUDENT SUCCESS IMPACT:

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

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

SUPERINTENDENT'S RECOMMENDATION:

☒ APPROVAL ☐ DISAPPROVAL
☐ NOT REQUIRED ☐ TABLE

Susan Wheet
Vice President, Finance and Administration

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7209

TELEPHONE NUMBER

Susan Wheet, Finance and Administration
VICE PRESIDENT APPROVAL

February 7, 2025
**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

Kellie Sims Butler Ph.D.
Superintendent-President

February 19, 2025
**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

AGENDA ITEM 11.(c)
MEETING DATE February 19, 2025

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

TO: Members of the Governing Board

SUBJECT: WARRANTS – JANUARY 2025

REQUESTED ACTION:

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

SUMMARY:

Run Date	Type	Check Numbers	Total Amount
1/23/2025	QC Vendor Payments	11130726 - 11130726	\$6,829.18
1/23/2025	QE Vendor Payments	11130727 - 11130735	\$705,337.22
1/23/2025	QF Vendor Payments	11130736 - 11130737	\$241,035.00
1/30/2025	AP Vendor Payments	11130738 - 11130865	\$655,796.07
1/30/2025	CP Vendor Payments	11130866 - 11130866	\$25,620.00
1/30/2025	QD Vendor Payments	11130867 - 11130867	\$7,137.50
1/30/2025	QE Vendor Payments	11130868 - 11130870	\$7,686.53
<hr/> Total Vendor Payments			\$4,375,843.06

Bank Code Glossary:

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

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

TO: MEMBERS OF THE GOVERNING BOARD

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

REQUESTED ACTION:

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

PERSONAL SERVICES AGREEMENTS

**Student Services
Lisa Neeley, Vice President**

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Appelstein Training Resources	Vendor will present for the Foster Kinship Care Education at SCC	03/11/2025 – 03/14/2025	Not to Exceed \$3,500.00
Bruce Brackett	Vendor will present for the Foster Kinship Care Education at SCC	03/11/2025 – 03/14/2025	Not to Exceed \$5,000.00
Unity's Promise	Vendor will present for the Foster Kinship Care Education at SCC	03/11/2025 – 06/30/2025	Not to Exceed \$800.00

CONTRACT SERVICES AGREEMENTS

**Information Technology
Jon Cornelison, Vice President**

<u>Name</u>	<u>Description</u>	<u>Effective</u>	<u>Amount</u>
Evisions	Vendor will provide professional services for the consulting and development of Argos.	02/03/2025 to 02/28/2025	Not to Exceed \$2,700.00

Student Services
Lisa Neeley, Vice President

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Super Star Status Entertainment	Vendor will provide DJ services for the Black History Month Celebration hosted by A2MEND	02/12/2025 to 02/12/2025	Not to Exceed \$600.00

Academic Affairs
David Williams, Vice President

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Arbor Environmental	Vendor will provide qualitative respirator fit testing	04/14/2025-04/16/2025	\$30 per test, Min. \$1,700
Central Valley Umpires Association	Vendor will provide officials for the 2025 Baseball Season	01/30/2025-06/30/2025	Not to Exceed \$12,100.00
Sequoia Signs	Vendor will provide vinyl installation as part of the building 800 SIMS lab project	02/20/2025-06/30/2025	Not to Exceed \$18,369.13
Sequoia Signs	Vendor will provide vinyl installation on the district owned ambulance for educational purposes	02/20/2025-06/30/2025	Not to Exceed \$6,682.85

Susan Wheet
 Vice President,
 Finance & Administration

Kellie Sims Butler
 Superintendent-President

February 7, 2025

February 19, 2025

Date Submitted

Date Approved

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

TO: MEMBERS OF THE GOVERNING BOARD

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

REQUESTED ACTION:

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

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

SUMMARY:

<u>Asset Number</u>	<u>Description</u>	<u>Location</u>	<u>Original Value</u>
N/A	Thermo Fisher Freezer	Biotech	UK
N/A	Couches (qty 2)	Health Sciences	UK
28802, U/A	Ice Makers (qty 2)	Biotech	UK

Acceptance of this disposal is recommended at this time.

STUDENT SUCCESS IMPACT:

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

<i>Government Code:</i>	<i>Board Policy: 3350</i>	<i>Estimated Fiscal Impact: N/A</i>
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
Superintendent-President

February 7, 2025

Date Submitted

February 19, 2025

Date Approved

SOLANO COMMUNITY COLLEGE DISTRICT

Disposition, Transfer or Trade-In of College Equipment

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

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

Transfer to (location)

Bldg No. _____ Room No. _____

Comment _____

Asset No.	Description	For Surplus Items Only	
		Building No.	Room No.
N/A	2 couches		

Action Performed by Sheila Hulson Date 1/24/2025

Division or Organizational Unit Health Sciences

Approved by [Signature]
Unit Manager or Division Dean

Distribution :

Original to District Director of Facilities
Duplicate for your files

For District Facilities Office Use

For Surplus Items:

Board authorization to sell _____

Invoice/receipt number and date _____

Fixed Asset - 02
8.00

SOLANO COMMUNITY COLLEGE DISTRICT

Disposition, Transfer or Trade-In of College Equipment

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

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

_____ Transfer to (location)

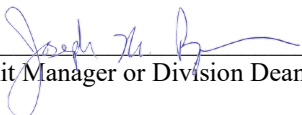
Bldg No. _____ Room No. _____

Comment _____

Asset No.	Description	For Surplus Items Only	
		Building No.	Room No.
	Thermo Fisher Scientific Revco Freezer		
	Model # ULT2330A		
	Item # 32330R4A0ZBDJ00A		
	Serial # 1112209401170518		

Action Performed by Jennifer Low Date 1/28/25

Division or Organizational Unit Math & Science - Biotech

Approved by 
Unit Manager or Division Dean

Distribution :

Original to District Director of Facilities

Duplicate for your files

For District Facilities Office Use

For Surplus Items:

Board authorization to sell _____

Invoice/receipt number and date _____

Fixed Asset - 02
8.00

SOLANO COMMUNITY COLLEGE DISTRICT

Disposition, Transfer or Trade-In of College Equipment

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

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

_____ Transfer to (location)

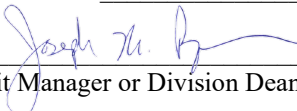
Bldg No. _____ Room No. _____

Comment _____

Asset No.	Description	For Surplus Items Only	
		Building No.	Room No.
28802	Hoshizaki Ice Maker, Model # C-101BAH-AD, Serial # G04390D		
	Hoshizaki Ice Maker, Model # C-101BAH-AD, Serial # C00025G		

Action Performed by Jennifer Low Date 1/28/25

Division or Organizational Unit Math & Science - Biotech

Approved by 
Unit Manager or Division Dean

Distribution :

Original to District Director of Facilities

Duplicate for your files

For District Facilities Office Use

For Surplus Items:

Board authorization to sell _____

Invoice/receipt number and date _____

Fixed Asset - 02
8.00

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: NOTICE OF COMPLETION FOR CONSTRUCTION
SERVICES FOR THE FAIRFIELD CAMPUS BELVEDERE
PROPERTY PROJECT

REQUESTED ACTION:

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

SUMMARY:

Board approval is requested for the Fairfield Campus Belvedere Property Fence Project Notice of Completion. On August 7, 2024, a contract for the amount of \$199,400.00 was awarded to Arthulia Inc. for the Belvedere Property Fence Project. The scope of work included the installation of a fence along the District & HOA property line.

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

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

STUDENT SUCCESS IMPACT:

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

Ed. Code: N/A

Board Policy: N/A

Estimated Fiscal Impact: \$0

SUPERINTENDENT'S RECOMMENDATION:

☒ APPROVAL ☐ DISAPPROVAL
☐ NOT REQUIRED ☐ TABLE

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

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

ADDRESS

(707) 863-7855

TELEPHONE NUMBER

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

VICE PRESIDENT APPROVAL

February 7, 2025

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

Kellie Sims Butler, Ph.D.
Superintendent-President

February 19, 2025

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

AGENDA ITEM 13.(a)
MEETING DATE February 19, 2025

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

TO: Members of the Governing Board

SUBJECT: RESIGNATION TO RETIRE

REQUESTED ACTION:

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

SUMMARY:

<u>Name</u>	<u>Assignment & Years of Service</u>	<u>Effective</u>
Janene Whitesell	Speech Instructor 36 years, 9 months of service with SCC	05/22/2025

STUDENT SUCCESS IMPACT:

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

Ed. Code: 24205

Board Policy: 4400

Estimated Fiscal Impact: N/A

SUPERINTENDENTS RECOMMENDATION:

☒ APPROVAL ☐ DISAPPROVAL
☐ NOT REQUIRED ☐ TABLE

Salvatore Abbate
Human Resources

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

ADDRESS

707-864-7263

TELEPHONE NUMBER

VICE PRESIDENT APPROVAL

February 07 2025

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

Kellie Sims Butler, Ph.D.
Superintendent-President

February 19, 2025

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

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: NEW JOB DESCRIPTION: PROGRAM COORDINATOR,
MEN'S AND WOMEN'S TENNIS

REQUESTED ACTION:

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

SUMMARY:

The following job description is presented for Governing Board approval. Under the general direction of the Athletic Director and the Dean of Health Science, the Men's and Women's Tennis Program Coordinator oversees all non-academic aspects of the District's Tennis programs. This position emphasizes the **Four Pillars of Success:** Academic Excellence, Athletic Excellence, Community Service, and Good Citizenship. The Adjunct ATHL Teaching assignment will be assigned to a qualified assistant coach. This position will be placed on the ALG salary schedule at a range of 34 and will be funded through the general fund.

STUDENT SUCCESS IMPACT:

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

Ed. Code: 88009 Board Policy: 4010, 4720 Estimated Fiscal Impact: \$66,640.36 Plus Benefits
Yearly

SUPERINTENDENT'S RECOMMENDATION:

☒ APPROVAL ☐ DISAPPROVAL
☐ NOT REQUIRED ☐ TABLE

Salvatore Abbate
Human Resources

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7281

TELEPHONE NUMBER

Kellie Sims Butler, Ph.D.
Superintendent-President

VICE PRESIDENT APPROVAL

February 7, 2025

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

February 19, 2025

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

SOLANO COMMUNITY COLLEGE DISTRICT CLASS SPECIFICATION

CLASS TITLE: Men's and Women's Tennis Program Coordinator (Classified Administrator)

BASIC FUNCTION:

Under the general direction of the Athletic Director and the Dean of Health Science, the Men's and Women's Tennis Program Coordinator oversees all non-academic aspects of the District's Tennis programs. This position emphasizes the **Four Pillars of Success**: Academic Excellence, Athletic Excellence, Community Service, and Good Citizenship. The Adjunct ATHL Teaching assignment will be assigned to a qualified assistant coach.

DISTINGUISHING CHARACTERISTICS:

Essential duties and responsibilities include the following. Other job-related duties may be assigned.

- Develop and promote the Tennis programs in alignment with the **Four Pillars of Success**.
- Organize in-season practices, competition scheduling, and off-season conditioning.
- Scout and actively recruit prospective student-athletes.
- Manage program rosters, ensuring robust enrollment in conditioning classes.
- Provide oversight for academic classes related to assigned sports.
- Assist student-athletes in achieving educational and athletic goals.
- Plan and execute fundraising initiatives for the Tennis programs.
- Develop marketing strategies to increase the visibility of the programs.
- Foster community engagement through outreach activities.
- Oversee the maintenance and care of Tennis facilities.
- Plan and manage administrative tasks, including budget development and tracking.
- Hire, onboard, and supervise assistant coaches.
- Attend monthly coaching and divisional meetings.
- Promote inclusivity and teamwork within program culture.
- Monitor academic progress and eligibility for compliance with 3C2A standards.

- Support and market student-athletes for transfer to four-year institutions.
- Assist the Athletic Director in equipment procurement and payments.
- Maintain positive interdepartmental relationships on campus.
- Communicate District policies and decisions to staff and students.
- Represent Tennis programs at 3C2A, Big 8, and other relevant meetings.
- Participate in professional development and training.
- Supervise and evaluate assigned personnel.
- Ensure compliance with all local, state, and federal regulations, including Title IX, Ed Code, and conference bylaws.
- Organize and oversee team transportation and travel logistics.
- Plan and implement community outreach clinics and summer camps.
- Collaborate with AAMP, athletic counselors, and student services for athlete success.
- Perform other duties as assigned by the Athletic Director, which may include:
- Other duties as assigned by the Athletic Director may include but are not limited to:
 1. Planning and oversight of camps and/or clinics.
 2. Academic, Student Services, and Compliance support.
 3. Assist with Supervision of Events and Game Management.
 4. Assist with facility rentals, facility scheduling, and outside usage oversight.
 5. Assist with equipment room, game management, and/or Sports Information.
 6. Assist with planning and execution of special projects and events.
 7. Assist with scheduling transportation and officials for athletic events.
 8. May be assigned additional duties related to coaching, student-athlete success, or general athletic operations.
 9. Assist in fall season, Soccer game management
 10. Special Project and event planning

MINIMUM QUALIFICATIONS:

Education & Experience:

- Bachelor's degree from a regionally accredited institution and two years of professional experience related to Tennis, OR associate degree with six years of related professional experience.

AND

- Demonstrated sensitivity to and understanding of the diverse academic socioeconomic culture, ethnic, and disability backgrounds of community college students and employees.

Licenses and Certifications

- Valid driver's license.
- CPR and AED certification within four weeks of employment.

KNOWLEDGE & ABILITIES:

The successful candidate will work as a part of a management team dedicated to collaboration and the college goal of integrating instruction and student services as a way to create and maintain a supportive student-learning environment

Knowledge, Skills and Abilities:

- Deep understanding of Tennis and ability to demonstrate advanced techniques and skills.
- Capacity to foster sportsmanship and rapport among student-athletes.
- Familiarity with California Community College Athletic Association (3C2A) and Big 8 Conference rules.
- Ability to work under time constraints, varying schedules, and travel requirements.
- Competence in long-range planning and shared governance.
- Strong communication skills for diverse populations, both oral and written.
- Proficiency in using job-related software and conducting administrative tasks.
- Sensitivity to and respect for diversity in academic and cultural backgrounds.

PHYSICAL DEMANDS:

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

While performing the duties outlined in this classification, the employee in this classification is frequently required to stand; walk; sit; use hands to finger, handle, or feel objects, a keyboard or other machines, tools or controls; reach with hands and arms; stoop, kneel, or crouch; speak clearly and distinctly to provide information to students; and hear and understand voices over telephone and in person.

The employee assigned to this classification must frequently lift, carry and/or move objects weighing up to 50 pounds.

WORK ENVIRONMENT:

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

The work assigned to this classification is typically performed in an outdoor and indoor environment. While performing the duties of this classification, the employee frequently works around athletic playing fields and is occasionally exposed to illness and blood constituents, pollen or airborne particles, outdoor weather conditions and vehicle traffic

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: NEW JOB DESCRIPTION: PROGRAM COORDINATOR,
WOMEN'S SOFTBALL

REQUESTED ACTION:

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

SUMMARY:

The following job description is presented for Governing Board approval. Under the general direction of the Athletic Director and the Dean of Health Science, the Women's Softball Program Coordinator oversees all non-academic aspects of the District's Softball program. This position emphasizes the **Four Pillars of Success:** Academic Excellence, Athletic Excellence, Community Service, and Good Citizenship. The Adjunct ATHL Teaching assignment will be assigned to a qualified assistant coach. This position will be placed on the ALG salary schedule at a range of 34 and will be funded through the general fund.

STUDENT SUCCESS IMPACT:

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

Ed. Code: 88009 Board Policy: 4010, 4720 Estimated Fiscal Impact: \$66,640.36 Plus Benefits
Yearly

SUPERINTENDENT'S RECOMMENDATION:

☒ APPROVAL ☐ DISAPPROVAL
☐ NOT REQUIRED ☐ TABLE

Salvatore Abbate
Human Resources

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7281

TELEPHONE NUMBER

Kellie Sims Butler, Ph.D.
Superintendent-President

VICE PRESIDENT APPROVAL

February 7, 2025

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

February 19, 2025

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

**SOLANO COMMUNITY COLLEGE DISTRICT
CLASS SPECIFICATION**

CLASS TITLE: Women's Softball Program Coordinator (Classified Administrator)

BASIC FUNCTION:

Under the general direction of the Athletic Director and the Dean of Health Science, the Women's Softball Program Coordinator oversees all non-academic aspects of the District's Softball program. This position emphasizes the **Four Pillars of Success**: Academic Excellence, Athletic Excellence, Community Service, and Good Citizenship. The Adjunct ATHL Teaching assignment will be assigned to a qualified assistant coach.

DISTINGUISHING CHARACTERISTICS:

Essential duties and responsibilities include the following. Other job-related duties may be assigned.

- Develop and promote the Tennis programs in alignment with the **Four Pillars of Success**.
- Organize in-season practices, competition scheduling, and off-season conditioning.
- Scout and actively recruit prospective student-athletes.
- Manage program rosters, ensuring robust enrollment in conditioning classes.
- Provide oversight for academic classes related to assigned sports.
- Assist student-athletes in achieving educational and athletic goals.
- Plan and execute fundraising initiatives for the Softball program.
- Develop marketing strategies to increase the visibility of the program.
- Foster community engagement through outreach activities.
- Oversee the maintenance and care of the Softball facilities.
- Plan and manage administrative tasks, including budget development and tracking.
- Hire, onboard, and supervise assistant coaches.
- Attend monthly coaching and divisional meetings.
- Promote inclusivity and teamwork within program culture.
- Monitor academic progress and eligibility for compliance with 3C2A standards.

- Support and market student-athletes for transfer to four-year institutions.
- Assist the Athletic Director in equipment procurement and payments.
- Maintain positive interdepartmental relationships on campus.
- Communicate District policies and decisions to staff and students.
- Represent the Softball program at 3C2A, Big 8, BVC and other relevant meetings.
- Participate in professional development and training.
- Supervise and evaluate assigned personnel.
- Ensure compliance with all local, state, and federal regulations, including Title IX, Ed Code, and conference bylaws.
- Organize and oversee team transportation and travel logistics.
- Plan and implement community outreach clinics and summer camps.
- Collaborate with AAMP, athletic counselors, and student services for athlete success.
- Perform other duties as assigned by the Athletic Director, which may include:
- Perform other duties as assigned by the Athletic Director, which may include:
- Other duties as assigned by the Athletic Director may include but are not limited to:
 1. Planning and oversight of camps and/or clinics.
 2. Academic, Student Services, and Compliance support.
 3. Assist with Supervision of Events and Game Management.
 4. Assist with facility rentals, facility scheduling, and outside usage oversight.
 5. Assist with equipment room, game management, and/or Sports Information.
 6. Assist with planning and execution of special projects and events.
 7. Assist with scheduling transportation and officials for athletic events.
 8. May be assigned additional duties related to coaching, student-athlete success, or general athletic operations.
 9. Assist in fall season, Soccer game management
 10. Special Project and event planning

MINIMUM QUALIFICATIONS:

Education & Experience:

- Bachelor's degree from a regionally accredited institution and two years of professional experience related to Softball, OR associate degree with six years of related professional experience.

AND

- Demonstrated sensitivity to and understanding of the diverse academic socioeconomic culture, ethnic, and disability backgrounds of community college students and employees.

Licenses and Certifications

- Valid driver's license.
- CPR and AED certification within four weeks of employment.

KNOWLEDGE & ABILITIES:

The successful candidate will work as a part of a management team dedicated to collaboration and the college goal of integrating instruction and student services as a way to create and maintain a supportive student-learning environment

Knowledge, Skills and Abilities:

- Deep understanding of Tennis and ability to demonstrate advanced techniques and skills.
- Capacity to foster sportsmanship and rapport among student-athletes.
- Familiarity with California Community College Athletic Association (3C2A) and Big 8 Conference rules.
- Ability to work under time constraints, varying schedules, and travel requirements.
- Competence in long-range planning and shared governance.
- Strong communication skills for diverse populations, both oral and written.
- Proficiency in using job-related software and conducting administrative tasks.
- Sensitivity to and respect for diversity in academic and cultural backgrounds.

PHYSICAL DEMANDS:

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

While performing the duties outlined in this classification, the employee in this classification is frequently required to stand; walk; sit; use hands to finger, handle, or feel objects, a keyboard or other machines, tools or controls; reach with hands and arms; stoop, kneel, or crouch; speak clearly and distinctly to provide information to students; and hear and understand voices over telephone and in person.

The employee assigned to this classification must frequently lift, carry and/or move objects weighing up to 50 pounds.

WORK ENVIRONMENT:

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

The work assigned to this classification is typically performed in an outdoor and indoor environment. While performing the duties of this classification, the employee frequently works around athletic playing fields and is occasionally exposed to illness and blood constituents, pollen or airborne particles, outdoor weather conditions and vehicle traffic

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AWARD TO OPTIMA INSPECTIONS
INCORPORATED FOR PROJECT INSPECTION SERVICES
FOR THE FAIRFIELD CAMPUS BUILDING 200 SHADE
STRUCTURES AND SANDBOX PROJECT**

REQUESTED ACTION:

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

SUMMARY:

Board approval is requested to award a professional services contract to Optima Inspections Incorporated for Division of State Architect (DSA) Project Inspection Services for the Building 200 Shade Structures and Sandbox Project on the Fairfield Campus. The scope of work includes providing onsite inspections of all construction and all administrative documentation as required by DSA.

CONTINUED ON THE NEXT PAGE

STUDENT SUCCESS IMPACT:

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

<i>Ed. Code: NA</i>	<i>Board Policy: NA</i>	<i>Estimated Fiscal Impact: \$12,000 California State Preschool Program Funds/General Child Care and Development</i>
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SUPERINTENDENT'S RECOMMENDATION:

☒ APPROVAL ☐ DISAPPROVAL
☐ NOT REQUIRED ☐ TABLE

Susan Wheet
V.P., Finance & Administration

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 863-7260

TELEPHONE NUMBER

Susan Wheet
V.P., Finance & Administration

VICE PRESIDENT APPROVAL

February 6, 2025

DATE SUBMITTED TO

Kellie Sims Butler, Ph.D.
Superintendent-President

February 19, 2025

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

AGENDA ITEM 13.(d)
MEETING DATE February 19, 2025

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AWARD TO OPTIMA INSPECTIONS
INCORPORATED FOR PROJECT INSPECTION
SERVICES FOR THE FAIRFIELD CAMPUS BUILDING
200 SHADE STRUCTURES AND SANDBOX PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

A proposal was requested from Optima Inspections, Inc., a vendor on the District's Board Approved DSA Project Inspector Services Pool. Based on qualifications and the proposed scope of work, Optima Inspections Incorporated's proposal is considered to be the best value for this Project.

The Board is asked to approve a professional services contract for Optima Inspections Incorporated in the amount not to exceed \$12,000.

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

**INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES
(DSA PROJECT INSPECTION SERVICES)**

This Independent Consultant Agreement for Professional Services ("Agreement") is made and entered into as of the 12th day of February, 2025 by and between the **Solano Community College District**, ("District") and **Optima Inspections Incorporated** ("Consultant" or "Inspector"), (together, "Parties").

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** The Consultant shall, as requested by the District, act as the DSA project inspector for the Project and provide project inspection services as described herein and as further described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Services").

The Services shall be performed on the following project/sites ("Project"):

Building 200 Shade Structures and Sandbox Project

The Consultant's Services at any one of sites or combination thereof may be changed, including terminated, in the same manner as the project, as indicated herein, without changing in any way the remaining Consultant's Services at other site(s). The provisions of this Agreement shall apply to the Consultant's Services at each site, without regard to the status of the remaining component(s).

2. **Term.** Consultant shall commence providing services under this Agreement on February 12th, 2025 and will diligently perform as required and complete performance by June 30th, 2025 unless this Agreement is terminated and/or otherwise cancelled prior to that time.
3. **Submittal of Documents.** The Consultant shall not commence the Services under this Agreement until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

<u> X </u>	Signed Agreement
<u> X </u>	Workers' Compensation Certification
<u> X </u>	Insurance Certificates and Endorsements
<u> X </u>	W-9 Form
<u> </u>	Other: _____

4. **Compensation.** District agrees to pay the Consultant for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed **TWELVE THOUSAND DOLLARS (\$12,000.00)**. District shall pay Consultant according to the following terms and conditions:
 - 4.1. Payment for the Work shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after the Consultant submits an invoice to the District for Work actually completed and after the District's written approval of the Work, or the portion of the Work for which payment is to be made.
 - 4.2. The itemized invoice shall reflect the hours spent by the Consultant in performing its Services pursuant to this Agreement. The Services shall be performed at the hourly billing rates included in **Exhibit "B."**
 - 4.3. If Consultant works at more than one site, Consultant shall invoice for each site separately.

5. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing services for District, except as follows:

5.1. Not applicable.

6. **Independent Contractor.** Consultant, in the performance of this Agreement, shall be and act as an independent contractor. Consultant understands and agrees that it and all of its 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. Consultant 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 Consultant's employees. In the performance of the work herein contemplated, Consultant is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, District being interested only in the results obtained.

7. **Materials.** Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement, except as follows:

7.1. Not applicable.

8. **Performance of Services.**

- 8.1. **Standard of Care.** Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Consultant'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 community college districts.

Consultant shall carefully study and compare all documents, findings, and other instructions and shall at once report to District, in writing, any error, inconsistency, or omission that Consultant or its employees may discover. Consultant shall have responsibility for discovery of errors, inconsistencies, or omissions.

- 8.2. **Meetings.** Consultant and District agree to participate in regular meetings on at least a monthly basis to discuss strategies, timetables, implementations of services, and any other issues deemed relevant to the operation of Consultant's performance of Services.
- 8.3. **District Approval.** The work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.
- 8.4. **New Project Approval.** Consultant and District recognize that Consultant's Services may include working on various projects for District. Consultant shall obtain the approval of District prior to the commencement of a new project.

9. **Inspector's Authority.**

- 9.1. **Full-Time Inspector under Direction of Architect.** The Inspector shall act as project inspector on a full-time, constant basis, including during off hours, and weekend hours as deemed necessary by the Inspector, the Architect and/or the District. The Inspector shall be under the direction of the Architect and is subject to the supervision of Division of the State Architect ("DSA").
- 9.2. **Authority to Reject Construction Work.** The Inspector shall not direct a contractor in the execution of the Construction Work. The Inspector does not have the authority to stop work on the Project. The Inspector shall have the authority to reject defective materials and to suspend any specific Construction Work that is being improperly performed, subject to the ultimate decision of the Architect and the District. The Inspector will have the authority to approve, disapprove, observe, and report matters pertaining to the Construction Work performed on the Project.
- 9.3. **Conflict of Interest.** The Inspector shall not have a financial or investment interest in any person, contractor, entity, or their employees, agents, or subcontractors with responsibilities for the construction of, design of, or other work or duties related to the Project. The Inspector shall not have the authority to assist any person, contractor, entity, or their employees, agents, or subcontractors in the performance of the any work on the Project. The Inspector shall not undertake any responsibilities of any person, contractor, entity, or their employees, agents, or subcontractors. It shall be understood, however, that the Inspector shall make every attempt to remove obstacles preventing the orderly progress of work on the Project.

10. **On-Site Presence.** The Inspector shall be physically present at each Site at all times necessary for performance of its duties as project inspector. The Inspector shall have personal knowledge of the Construction Work at all stages. The Inspector shall accompany the Architect, the District, the construction manager, or other consultants when any of them are observing the Construction Work. The Inspector shall be physically present for all concrete work and masonry work.

11. **Inspector's General Obligations, Duties, and Responsibilities.** The Inspector shall provide personal, competent, adequate and continuous construction inspections of all aspects of the Construction Work.

- 11.1. The Inspector shall endeavor to guard the District and the State of California ("State") against apparent defects and deficiencies in the Construction Work and shall act on behalf of the District to see that the Construction Work is executed and completed in accordance with the Contract Documents and applicable laws and regulations.
- 11.2. The Inspector shall submit the form DSA 151, or more current form, to the DSA prior to commencement of construction.
- 11.3. The Inspector shall ensure that the correct quantity of project inspection cards (form DSA 152, or more current form) is issued for the project. The Inspector shall obtain the forms DSA 152 prior to commencement of the construction and enter the "Card Start Date" on the forms DSA. The Inspector shall sign off applicable blocks and sections of the forms DSA 152 when:
 - 11.3.1. The completed work is in compliance with the DSA approved construction documents.
 - 11.3.2. All necessary testing and inspections are complete.

- 11.3.3. Any deviations from the DSA approved plans are resolved.
- 11.3.4. Any DSA field trip note issues are resolved.
- 11.3.5. All necessary documents are received by the Inspector.
- 11.4. The Inspector shall obtain a copy of the DSA approved Construction Documents from the Architect prior to the commencement of construction. The Inspector shall study and fully comprehend the requirements of the Construction Documents in order to provide competent inspection of the Construction Work. The Inspector shall consult the Architect to resolve any uncertainties in the Inspector's comprehension of the plans and specifications. The Inspector shall possess a thorough understanding of the requirements of the plans and specifications for each portion of Construction Work before that portion of Construction Work is performed.
- 11.5. The Inspector shall obtain a copy of the DSA approved Statement of Structural Tests and Special Inspections (form DSA 103, or more current form) from the Architect prior to commencement of construction. The Inspector shall meet with the District, design professionals, and contractor as needed to mutually communicate and understand the testing and inspection program and the methods of communication appropriate for the project. The Inspector shall meet with the Laboratory of Record to mutually communicate and understand the testing and inspection program and the methods of communication appropriate for the project. The Inspector shall monitor the work of the Laboratory of Record and Special Inspectors to ensure the testing and special inspection programs is satisfactorily completed, including verify code-compliant implementation of the materials testing and special inspection program, as applicable, including notification of materials testing labs, the performance of material sampling and special inspections, and the review of all material sampling and special inspection reports. The Inspector shall not be required to conduct tests that are specified in the Contract Documents to be performed by a testing or inspection laboratory or firm.
- 11.6. Inspector shall comply with all the requirements of a DSA project inspector including, without limitation, all the requirements included and/or referenced in the following forms:
 - 11.6.1. Form DSA IR A-7, Project Inspector: Certification and Approval.
 - 11.6.2. Form DSA IR A-8, Project Inspector and Assistant Inspector: Duties and Performance Rating by DSA.
 - 11.6.3. Form DSA PR 13-01, Construction Oversight Process Procedure.
 - 11.6.4. DSA 152 Manual.
- 11.7. The Inspector shall identify all non-compliant Construction Work as work on the Project progresses in order to facilitate timely corrective action.
- 11.8. The Inspector shall not authorize deviations from the Contract Documents.

12. Inspector Maintenance of Records, Job File, and Building Codes

- 12.1. **Inspection Records.** The Inspector shall maintain detailed, comprehensive, organized, accessible, and timely documentation of all inspections of the Construction Work ("Inspection Records"). The Inspection Records shall identify all compliant and

non-compliant Construction Work. The Inspection Records shall include, without limitation:

- 12.1.1. A systematic record of the inspection of all Construction Work required by the Construction Documents. The Inspector shall perform this by marking properly completed Construction Work on a set of Construction Documents to verify that the requirements of the plans and specifications have been met.
- 12.1.2. Construction Procedure Records (Title 24, Part 1, Section 4-342(6)) including, without limitation, concrete placement operations, welding operations, pile penetration blow counts, and other records specified on the approved Construction Documents.
- 12.1.3. The resolution of reported deviations.
- 12.1.4. Daily job log of the Inspector's time spent on the Site(s).

12.2. **Job File.** The Inspector shall maintain a record of its attendance on the Site(s) and shall maintain files of schedules, notes, communications, records, documents, and drawings on behalf of the District. The schedules, notes, communications, records, documents, and drawings shall be regularly reviewed with the District, shall be kept in an order as directed by the District (e.g. by date or type of transaction). The Inspector shall assist District staff in preparing quarterly progress reports to the governing board of the District. In addition, the Inspector shall organize and maintain a complete system of construction records, including, but not limited to:

- 12.2.1. Form DSA 152 – Project Inspection Card, or more current form,
- 12.2.2. DSA approved plans and specifications
- 12.2.3. Form DSA 103 – Statement of Structural Tests and Special Inspections, or more current form,
- 12.2.4. Deferred submittals as required by the DSA approved plans.
- 12.2.5. Addenda and Revisions.
- 12.2.6. Construction Change Documents and log.
- 12.2.7. Contractor submittals (construction schedule, shop drawings, materials certificates, product labels, concrete trip tickets, etc.), as required by DSA approved specifications.
- 12.2.8. Communication log; all communications and project related meeting minutes/notes.
- 12.2.9. Notices of Deviations/Resolution of Deviations (form DSA 154, or more current form,), as delivered to the DSA, architect and contractor with log listing all notices with resolution status.
- 12.2.10. Evidence of continuous inspection, such as inspector daily reports.
- 12.2.11. Laboratory test and inspection reports.
- 12.2.12. Special inspection reports.
- 12.2.13. Records of concrete placing operations.
- 12.2.14. Records of welding operations.
- 12.2.15. Records of pile driving operations.
- 12.2.16. Verified Reports from all parties required to file Verified Reports using form DSA 6, or more current form.
- 12.2.17. Completed Semi-monthly Reports.
- 12.2.18. DSA Field Trip Notes.
- 12.2.19. Applicable codes and referenced standards.
- 12.2.20. Any other documents required to provide a complete record of construction.

The job file shall be kept on the job site until completion of the project and readily accessible to DSA personnel during site visits. Upon request, Inspector shall make a copy of the entire Job File available to the DSA.

All these records and all documents kept by the Inspector shall be and remain the property of the District. At the completion of the construction, Inspector shall provide a copy of the Job File, with the exception of the building codes and standards, to the District. If the Inspector is, for any reason, terminated prior to the completion of the project, Inspector must ensure transfer of the Job File to the assuming Project Inspector and to the District.

If any of the following events occur, the Inspector shall submit a copy of a portion of the Job File to the DSA:

- The services of the Inspector are terminated for any reason prior to completion of the project.
- When the construction is sufficiently complete in accordance with the DSA approved construction documents so that the District can occupy or utilize the project.
- Work on the project is suspended for a period of more than one year.
- Upon request by the DSA.

The portion of the Job File to be submitted to the DSA shall consist of the following forms, or more current form:

- DSA 152 – Project Inspection Card
- DSA 6-PI from all Project Inspectors involved in the project including in-plant inspector (if applicable)
- DSA 6-AE from the architect/engineer
- DSA 6-C from each contractor having a contract with the District
- DSA 292 form all special inspectors contracting directly and individually with the District
- DSA 291 from the engineering manager of the laboratory of record
- DSA 293 from the geotechnical engineer of record
- DSA 130 – Certificate of Compliance for Bleacher/Grandstand Fabricator (if applicable)

12.3. **Building Codes.** In addition to the above documents, the Inspector shall keep at the Site(s), a copy of all applicable building codes and regulations necessary to perform required inspections, including, without limitation, the following parts of Title 24 of the California Code of Regulations in the edition referenced in the Contract Documents:

- 12.3.1. Title 24, Part 1 (Administrative Code)
- 12.3.2. Title 24, Part 2, Volumes 1, 2, and 3 (Building Code)
- 12.3.3. Title 24, Part 3 (Electrical Code)
- 12.3.4. Title 24, Part 4 (Mechanical Code)
- 12.3.5. Title 24, Part 5 (Plumbing Code)
- 12.3.6. Title 24, Part 6 (Energy Code)

13. **Communications, Reporting, and Notifications**

13.1. **DSA Notification.** The Inspector shall notify DSA:

- 13.1.1. At least forty-eight (48) hours prior to the start of any Construction Work at each Site.
- 13.1.2. At least forty-eight (48) hours prior to completion of any foundation excavations/trenches.
- 13.1.3. At least forty-eight (48) hours prior to the first concrete pour/placement at any Site.

- 13.1.4. At least forty-eight (48) hours prior to significant concrete pour/placement at any Site.
- 13.1.5. When Construction Work has been suspended for a period of more than one (1) month.

Notification shall be made on form DSA 151, or more current form, and shall be sent electronically to the DSA. A copy of each notification shall be kept in the Inspector's Job File.

- 13.2. **Notification of District and Architect.** The Inspector shall immediately report to the District, the Architect, and the construction manager any failure by any contractor or subcontractor to comply with the Contract Documents, or any attempted substitutions of required materials and/or workmanship in any portion of the Construction Work. The Inspector shall inform the District, the Architect, and the construction manager of any conflicts, ambiguity, and/or inconsistencies in the Contract Documents and of any interpretations, suggestions, comments, and/or criticisms the Inspector has related to the Project or the Contract Documents. The Inspector shall advise the District of needed inspections related to the status of the Construction Work, and the District shall provide the schedule of Construction Work to the Inspector so that both Parties arrange timely inspections.
- 13.3. **Deviation Notification of Contractor(s).** The Inspector shall notify a contractor verbally and in writing of any deviations from the approved Contract Documents by that contractor or its subcontractors. Deviations include both construction deviations and material deficiencies. If the contractor does not correct the deviation within a reasonable time frame after the verbal notice, then the Inspector shall promptly issue a written notice of deviation to the contractor using form DSA 154, or more current form, with a copy sent to the District, the Architect, the construction manager, if any, and the DSA. The Inspector shall promptly issue a written notice of resolution to the contractor using the original form DSA 154 that reported the deviations, with a copy sent to the District, the Architect, the construction manager, if any, and the DSA. Notices shall be sent electronically to the DSA and kept in the Job File.
- 13.4. **Contractor Inquiries.** Contractors are expected to direct inquiries regarding Construction Document interpretation to the Architect through the Inspector or the Construction Manager (if applicable), including the contractor's uncertainties regarding the Construction Documents. The Inspector shall document these inquiries and immediately forward them to the Architect for response.
- 13.5. **Construction Manager.** The Inspector shall also work with the construction manager if the District uses a construction manager on any portion of the Project. If the District does not use a construction manager on the Project, then all references to a construction manager herein shall mean the District.

14. **Inspector Responsibilities for Forms and Reports**

- 14.1. **Semi-Monthly Reports.** The Inspector shall submit semi-monthly reports using form DSA 155, or more current form, on the 1st and the 16th of each month to the District, the Architect and the project structural engineer, construction manager, and DSA. Reports shall be sent electronically to the DSA and kept in the Job File.
- 14.2. **Verified Reports.** The Inspector shall submit verified reports directly to the DSA, the Architect, construction manager, and the District upon any of the following events occurring:

- 14.2.1. Work on the project is suspended for a period of more than one (1) month.
- 14.2.2. The services of the Inspector are terminated for any reason prior to the completion of the project.
- 14.2.3. At the time of occupancy of any building, or portion of a building, involved in the project prior to the completion of the entire DSA approved scope of work.
- 14.2.4. When the construction is sufficiently complete, in accordance with the DSA approved construction documents, so that the District can occupy or utilize the project.
- 14.2.5. DSA requests a verified report.

Each verified report shall be on form DSA 6-PI and forms DSA 152, or more current form, as appropriate. Reports shall be sent electronically to the DSA and kept in the Job File.

- 14.3. **All Other Reports.** In addition, the Inspector shall initiate and file with DSA prior to their due date, any other Project-related, forms, required of contractors, subcontractors, testing and inspection laboratories, and the District. The Inspector shall prepare and forward to the District, Architect, construction manager, and DSA all other reports required by Title 24 of the California Code of Regulations, the State, and/or DSA.

- 15. **Inspector Responsibilities for Laboratory Structural Tests.** The Inspector shall initiate and expedite testing by independent test laboratories and shall maintain all necessary back up information for special inspection invoice processing, and shall be responsible for the sequential progress of the Project related to the test lab reports.

- 16. **Inspector Responsibilities at Beginning of Occupancy.** The Inspector shall observe the District's occupancy or movement of District-furnished equipment to each Site before completion and record and report any damages occurring so any claims may be fully documented.

- 17. **Compliance with Applicable Laws.** The Inspector shall conform to the following specific rules and regulations as well as all other applicable laws, ordinances, rules, and regulations. Nothing in the drawings, plans and specifications is to be construed to permit Construction Work not conforming to these codes.

- 17.1. California Code of Regulations, Title 24, including amendments, in the edition referenced in the Contract Documents.
- 17.2. Regulations of the State Fire Marshall (Title 19, California Code of Regulations) and applicable local fire safety codes.
- 17.3. Labor Code of the State of California - Division 2, Part 7, Public Works and Public Agencies.
- 17.4. Education Code of the State of California
- 17.5. Industrial Accident Commission's Safety Orders, State of California.
- 17.6. National Electrical Safety Code, U. S. Department of Commerce.
- 17.7. National Board of Fire Underwriters' Regulations.
- 17.8. Manual of Accident Prevention in Construction, latest edition, published by the American General Contractors of America.

The Inspector certifies that it is aware of the provisions of California Labor Code, the California Code of Regulations, and/or precedential decisions of the California Department of Industrial Relations and/or any of its subsidiary divisions that require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). Since the Inspector is performing Services as part of an applicable "public works" or "maintenance" project, and since the total compensation is

\$1,000 or more, the Inspector agrees to fully comply with and to require its consultant(s) to fully comply with all applicable Prevailing Wage Laws.

18. **Facilities/Equipment.** The District shall provide for the Inspector's operational needs, such as office supplies, telephone, and fax machine.
19. **Extended Services.** The Inspector shall provide additional extended Services for the Project made necessary by Construction Work damaged by fire or other Acts of God during construction, or prolongation of the initial construction contract time beyond the construction contract time schedule.
20. **Inspector Certification.** The Inspector shall provide the District a copy of documents satisfactory to the District certifying that the Inspector holds proper state certification and approval by DSA to perform the required Services for this Agreement. The Inspector shall also provide any other documents or certification requested by the District. The Inspector shall initiate and provide the District with Form DSA-5, or more current qualification/certification form.
21. **Substitute Inspector and/or Assistant Inspector.** The Inspector shall provide the Services throughout the term of this Agreement, and shall not delegate its duties without the full knowledge and prior written consent of the District. In the event of the Inspector's absence for more than two (2) consecutive days or unavailability for scheduled inspections, the Inspector, at no cost to the District, shall secure a substitute inspector and/or assistant inspector who shall be appropriately certified, approved by DSA, and pre-approved in writing by the District, to perform the Services. Certification documents for the approved substitute inspector(s) and/or assistant inspector(s) shall be presented to the District within thirty (30) working days after the date of this Agreement. All substitute inspector(s) and assistant inspector(s) shall be obligated to perform the Services while performing any work on the Project. The Inspector shall provide technical guidance and monitoring of all substitute inspector(s) and assistant inspector(s).
22. **Other Jobs Outside of the Project.** The Inspector shall be required to work full-time on the Project, and shall not work on or be under contract for another project without prior written approval from the District, and without a reduction in compensation proportionate to the amount of time Inspector is required to be absent for responsibilities to another project.
 - 22.1. In the event that this Agreement involves a company of inspectors, a DSA-approved inspector shall be designated as the Inspector for the District, and shall be on constant duty at each Site as described in this Agreement.
 - 22.2. The Inspector shall have the right to request and obtain an uncompensated release for a reasonable amount of time to fulfill unavoidable duties on other incomplete projects in progress at the beginning of the Project.
23. **Audit.** Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for five (5) years thereafter. Consultant 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 Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.

24. **Termination.**

- 24.1. **For Convenience by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner.
- 24.2. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
- 24.2.1. material violation of this Agreement by the Consultant; or
 - 24.2.2. any act by Consultant exposing the District to liability to others for personal injury or property damage; or
 - 24.2.3. Consultant is adjudged a bankrupt, Consultant makes a general assignment for the benefit of creditors or a receiver is appointed on account of Consultant's insolvency.

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 Consultant. If the expense, fees, and/or costs to the District exceed the cost of providing the service pursuant to this Agreement, the Consultant 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.

25. **Indemnification.** To the furthest extent permitted by California law, Consultant shall defend, indemnify, and hold free and harmless the District, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers ("the indemnified parties") from any and all claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, its officers, employees, subcontractors, consultants, or agents. The District shall have the right to accept or reject any legal representation that Consultant proposes to defend the indemnified parties.

26. **Insurance.**

- 26.1. The Consultant shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

Type of Coverage	Minimum Requirement
Commercial General Liability Insurance , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments Each Occurrence General Aggregate	 \$ 1,000,000 \$ 2,000,000
Automobile Liability Insurance - Any Auto Each Occurrence General Aggregate	 \$ 1,000,000 \$ 2,000,000
Professional Liability	\$ 1,000,000
Workers Compensation	Statutory Limits
Employer's Liability	\$ 1,000,000

26.1.1. Commercial General Liability and Automobile Liability Insurance.

Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect the Consultant, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the District.)

26.1.2. Workers' Compensation and Employers' Liability Insurance. Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Consultant shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

26.1.3. Professional Liability (Errors and Omissions). Professional Liability Insurance as appropriate to the Consultant's profession.

26.2. Proof of Carriage of Insurance. The Consultant shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:

26.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."

26.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.

26.2.3. An endorsement stating that the District and its Board of Education, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Consultant's insurance policies shall be

primary to any insurance or self-insurance maintained by District. An endorsement shall also state that there shall be a waiver of any subrogation.

26.2.4 All policies except the Professional Liability, Workers' Compensation Insurance, and Employers' Liability Insurance Policies shall be written on an occurrence form.

26.3. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.

27. **Assignment.** The obligations of the Consultant pursuant to this Agreement shall not be assigned by the Consultant.

28. **Compliance with Laws.** Consultant 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. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Consultant observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Consultant shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Consultant's receipt of a written termination notice from the District. If Consultant performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Consultant shall bear all costs arising therefrom.

29. **Certificates/Permits/Licenses.** Consultant and all Consultant's employees or agents shall secure and maintain in force such certificates, permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Agreement.

30. **Employment with Public Agency.** Consultant, if an employee of another public agency, agrees that Consultant 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.

31. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Consultant 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 and District policy. In addition, the Consultant agrees to require like compliance by all of its subcontractor(s).

32. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

33. **District's Evaluation of Consultant and Consultant's Employees and/or Subcontractors.** The District may evaluate the Consultant in any way the District is entitled pursuant to applicable law. The District's evaluation may include, without limitation:

33.1. Requesting that District employee(s) evaluate the Consultant and the Consultant's employees and subcontractors and each of their performance.

33.2. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).

34. **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.
35. **Confidentiality.** The Consultant and all Consultant's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. Consultant understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
36. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

District:

Solano Community College District
C/O Kitchell CEM
4000 Suisun Valley Road, Building 1102
Fairfield, California 94534

ATTN: Andrew Gleeson
Email: andrew.gleeson@solano.edu

Consultant:

Optima Inspections Incorporated
622 Paradise Court
Fairfield, California 94533

ATTN: Don Dumford
Email: optimaone29@gmail.com

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

37. **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.
38. **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 county in which the District's administrative offices are located.
39. **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.
40. **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.

41. **Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included therein.
42. **Authority to Bind Parties.** Neither party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.
43. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
44. **Captions and Interpretations.** Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.
45. **Calculation of Time.** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.
46. **Signature Authority.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authority and empowered to enter into this Agreement.
47. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
48. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

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

Dated: _____, 2025

Dated: _____, 2025

Solano Community College District

Optima Inspections Incorporated

By: _____

By: _____

Print Name: Susan Wheet

Print Name: _____

Print Title: Vice President, Finance and Administration

Print Title: _____

Information regarding Consultant:

License No.: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail: _____

Type of Business Entity:

____ Individual

____ Sole Proprietorship

____ Partnership

____ Limited Partnership

____ Corporation, State: _____

____ Limited Liability Company

____ Other: _____

Employer Identification and/or
Social Security Number

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of \$600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the Contractor to furnish the information requested in this section.

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WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing satisfactory proof to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

Date: _____

Name of Consultant: _____

Signature: _____

Print Name and Title: _____

(In accordance with Article 5 – commencing at Section 1860, Chapter 1, part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the District prior to performing any Work under this Contract.)

END OF DOCUMENT

EXHIBIT "A"
DESCRIPTION OF SERVICES TO BE PERFORMED BY CONSULTANT

Consultant shall provide inspection services for the Fairfield Campus Central Plant Replacement Project. The selected entity will serve as the DSA Project Inspector (PI) for the District at the project site. The PI will verify compliance with code, plans, specifications and quality control required for a public works facility and DSA. The PI will issue correction and stop-work notices if work does not conform to approve contract documents, and will notify the construction contractor, construction manager, program manager and District in writing.

A. Project Description

Fabrication and installation of four (4) new owner furnished-contractor installed pre-fabricated metal shade structures, to replace three (3) existing wood shade structures and one (1) new location, and one (1) children's sandbox. Construction scope of work shall include, and not be limited to, demolition of existing shade structures, installation of four (4) new owner-furnished and contractor installed pre-fabricated metal shade structures, and installation of one (1) children's sandbox for a complete and code compliant installation. This project is subject to Division of State Architect oversight and approval.

B. Scope of Work:

Project inspector will retain responsibilities of the Inspector of Record and act as the agent of the Division of State Architect and report to both the Division of State Architect and the District. Project inspection services shall include oversight of construction activities and visual inspections for compliance of all items required by the Division of State Architect, including oversight, coordination and scheduling of special inspections and material testing. Basic services shall also include all reporting and forms required by the Division of State Architect to commence, complete and closeout the project. Consultant proposals shall be based on inspection services performed by a Class 3 DSA approved inspector.

C. Schedule:

In-shop fabrication of shade structures is anticipated to start near the end of February 2025. Shade structure material is expected to be delivered to the site in the beginning of April 2025. A contract for construction services is anticipated to be approved by the Board of Trustees on March 5, 2025. Construction onsite is estimated to commence on or about April 4, 2025 and must be completed by June 20, 2025.

EXHIBIT "B"
RATE SHEET

Title	Hourly Rate
Inspector	\$100.00

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

TO: Members of the Governing Board

**SUBJECT: ESTABLISHMENT OF THE NONRESIDENT AND
INTERNATIONAL STUDENT FEE FOR 2025-26**

REQUESTED ACTION:

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

SUMMARY:

Board approval is requested for the establishment of the nonresident and international student fees for 2025-2026. The 2024-25 current nonresident tuition fee is \$406.00 per unit. Per Education Code Section 76140, the Governing Board must adopt a nonresident tuition fee before March 1 of each year.

CONTINUED ON THE NEXT PAGE:

STUDENT SUCCESS IMPACT:

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

<i>Ed. Code:</i>	<i>Board Policy: 3020</i>	<i>Estimated Fiscal Impact: N/A</i>
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SUPERINTENDENT'S RECOMMENDATION:

☒ APPROVAL ☐ DISAPPROVAL
☐ NOT REQUIRED ☐ TABLE

Susan Wheet

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 864-7259

TELEPHONE NUMBER

Susan Wheet
Vice President, Finance & Administration

VICE PRESIDENT APPROVAL

February 7, 2025

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

February 19, 2025

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: ESTABLISHMENT OF THE NONRESIDENT AND
INTERNATIONAL STUDENT FEE FOR 2025-26**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE:

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

It is recommended that the District's 2025-206 nonresident and international student fee be established at \$406.00 per unit, which is the statewide average expense of education. The new fee will provide a stability for our students and remain in line with other colleges in our area.

The 2025-2026 Nonresident Fee Worksheet is attached.



District: Solano Community College District**Term:** Semester**Nonresident Tuition Fee Options****A.1 District Average Cost**

A. District Expense of Education for Base Year	\$	81,408,985
B. District Annual Total FTES		6,825
C. Average Expense of Education per FTES (A/B)	\$	11,928
D. U.S. Consumer Price Index Compound Factor		1.0470
E. Average Cost per FTES for Tuition Year (C x D)		12,489
F. Nonresident Tuition Fee per Semester Unit (E/30)		416

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

Noncredit FTES percent of Total		0.0%
A. District CREDIT ONLY Expense of Education for Base Year		
B. Annual Total FTES	N/A	
C. Average Expense of Education per FTES (A/B)	N/A	
D. U.S. Consumer Price Index Compound Factor		1.0470
E. Average Cost per FTES for Tuition Year (C x D)	N/A	
F. Nonresident Tuition Fee per Semester Unit (E/30)	N/A	

B.1 Statewide Average Cost

A. Statewide Expense of Education for Base Year		12,375,063,878
B. Statewide Annual Total FTES		1,079,727
C. Average Expense of Education per FTES (A/B)	\$	11,461
D. U.S. Consumer Price Index Compound Factor		1.0470
E. Average Cost per FTES for Tuition Year (C x D)		12,000
F. Nonresident Tuition Fee per Semester Unit (E/30)	\$	400

B.2 Highest Statewide Average Cost

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

C Contiguous District

Contiguous District	LOS RIOS
Maximum Fee (Contiguous District Nonresident Tuition Fee)	406
Minimum Fee	400
Nonresident Tuition Fee per Semester Unit	

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

Maximum (Option A.1 - District Average Cost) per Unit	\$	416
Minimum (Option B.1 - Statewide Average Cost) per Semester Unit	\$	400
Nonresident Tuition Fee per Semester Unit	\$	406

E Comparable States Average

Nonresident Tuition Fee per Semester Unit	\$	442
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Nonresident Capital Outlay Fee

A. Capital Outlay expense - prior year	\$	108,743
B. FTES total from prior year		6,825
C. Capital outlay expense per FTES (A/B)	\$	16
D. Capital Outlay Fee per Semester Unit (C/30)	\$	0.53
E. Adopted Nonresident Tuition Fee	\$	406
F. 50% of Adopted Nonresident Tuition Fee	\$	203
G. Maximum Nonresident Capital Outlay Fee (lesser of D or F)	\$	1

California Community Colleges
2025-26 Nonresident Tuition and Capital Outlay Fee
Solano Community College District

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

Adoption Date: 19-Feb-25

Nonresident Tuition Fee

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

Nonresident Capital Outlay

Maximum Nonresident Capital Outlay Fee is \$ 1

<input type="checkbox"/>	Nonresident Capital Outlay Fee	
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Contact Information

Signature:

Name: Susan Wheet

Title: VP of Finance and Administration

Phone: 707-864-7209

Email: susan.wheet@solano.edu

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AWARD TO TERRACON FOR MATERIAL
TESTING & SPECIAL INSPECTION SERVICES FOR THE
BUILDING 200 SHADE STRUCTURES AND SANDBOX
PROJECT**

REQUESTED ACTION:

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

SUMMARY:

Board approval is requested to award a professional services contract to Terracon for Division of State Architect (DSA) Material Testing & Special Inspection Services for the Building 200 Shade Structures and Sandbox Project on the Fairfield Campus. The scope of work of this contract includes providing all offsite and onsite material testing and special inspections as required by DSA for all construction activities for the 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: Renovate instructional space and update equipment.

<i>Ed. Code: NA</i>	<i>Board Policy: NA</i>	<i>Estimated Fiscal Impact: \$25,780 California State Preschool Program Funds/General Child Care and Development</i>
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SUPERINTENDENT'S RECOMMENDATION: ☒ APPROVAL ☐ DISAPPROVAL
 ☐ NOT REQUIRED ☐ TABLE

Susan Wheet
V.P., Finance and Administration

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 863-7260

TELEPHONE NUMBER

Susan Wheet
V.P., Finance and Administration

VICE PRESIDENT APPROVAL

February 6, 2025

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

Kellie Sims Butler, Ph.D.
Superintendent-President

February 19, 2025

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AWARD TO TERRACON FOR MATERIAL
TESTING & SPECIAL INSPECTION SERVICES FOR THE
BUILDING 200 SHADE STRUCTURES AND SANDBOX
PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

A proposal was solicited directly from Terracon. This firm is part of the February 7, 2024 Board approved pool of Material Testing & Special Inspections firms. Based upon qualifications and the proposed scope of work, Terracon's proposal was reviewed and is appropriate for the scope of work requested.

The Board is asked to approve a professional services contract to Terracon in the amount not to exceed \$25,780.00.

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

**INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES
(SPECIAL INSPECTION AND MATERIAL TESTING SERVICES)**

This Independent Consultant Agreement for Professional Services ("Agreement") is made and entered into as of the 12th day of February, 2025 by and between the **Solano Community College District**, ("District") and **Terracon** ("Consultant"), (together, "Parties").

WHEREAS, the District is authorized by section 4525 et seq. of the California Government Code to contract with and employ any persons for the furnishing of architectural, landscape architectural, engineering, environmental, and land surveying services and advice through a "fair, competitive selections process free of conflicts of interest, political contributions, or unlawful activities." (Gov. Code, § 4529.12.)

WHEREAS, the District complied with the requirements of section 4525 et seq. in selecting Consultant; and

WHEREAS, the District is in need of such services and advice related to work it will be performing at District ("Project"); and

WHEREAS, the Consultant is specially trained and experienced and competent to perform the services required by the District, and such services are need on a limited basis;

NOW, THEREFORE, the Parties agree as follows:

Services. The Consultant shall provide **Special Inspection and Material Testing** services as further described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Services").

1. **Term.** Consultant shall commence providing services under this Agreement on February 12, 2025 and will diligently perform as required and complete performance by June 30, 2025, unless this Agreement is terminated and/or otherwise cancelled prior to that time.
2. **Submittal of Documents.** The Consultant shall not commence the Services under this Agreement until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

<u> X </u>	Signed Agreement
<u> X </u>	Workers' Compensation Certification
<u> X </u>	Insurance Certificates and Endorsements
<u> X </u>	W-9 Form
<u> </u>	Other: _____

3. **Compensation.** District agrees to pay the Consultant for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed **TWENTY FIVE THOUSAND SEVEN HUNDRED EIGHTY DOLLARS (\$25,780)**. District shall pay Consultant according to the following terms and conditions:

- 3.1. Payment for the Work shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after the Consultant submits an invoice to the District for Work actually completed and after the District's written approval of the Work, or the portion of the Work for which payment is to be made.

- 3.2. The Services shall be performed at the hourly billing rates and/or unit prices included in **Exhibit "B."** If hourly billing applies, the itemized invoice shall reflect the hours spent by the Consultant in performing its Services pursuant to this Agreement.
- 3.3. If Consultant works at more than one site, Consultant shall invoice for each site separately.
4. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing services for District, except as follows:
- 4.1. Not applicable.
5. **Independent Contractor.** Consultant, in the performance of this Agreement, shall be and act as an independent contractor. Consultant understands and agrees that it and all of its 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. Consultant 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 Consultant's employees. In the performance of the work herein contemplated, Consultant is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, District being interested only in the results obtained.
6. **Materials.** Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.
7. **Performance of Services.**
- 7.1. **Standard of Care.** Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Consultant'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 community college districts.
- Consultant shall carefully study and compare all documents, findings, and other instructions and shall at once report to District, in writing, any error, inconsistency, or omission that Consultant or its employees may discover. Consultant shall have responsibility for discovery of errors, inconsistencies, or omissions.
- 7.2. **Meetings.** Consultant and District agree to participate in regular meetings on at least a monthly basis to discuss strategies, timetables, implementations of services, and any other issues deemed relevant to the operation of Consultant's performance of Services.
- 7.3. **District Approval.** The work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.
- 7.4. **New Project Approval.** Consultant and District recognize that Consultant's Services may include working on various projects for District. Consultant shall obtain the approval of District prior to the commencement of a new project.

8. **Originality of Services.** Except as to standard generic details, Consultant 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 Consultant and shall not be copied in whole or in part from any other source, except that submitted to Consultant by District as a basis for such services.
9. **Copyright/Trademark/Patent.** Consultant 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. Consultant consents to use of Consultant's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.
10. **Audit.** Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for five (5) years thereafter. Consultant 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 Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.
11. **Termination.**
- 11.1. **For Convenience by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner.
- 11.2. **For Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
- 11.2.1. material violation of this Agreement by the Consultant; or
- 11.2.2. any act by Consultant exposing the District to liability to others for personal injury or property damage; or
- 11.2.3. Consultant is adjudged a bankrupt, Consultant makes a general assignment for the benefit of creditors or a receiver is appointed on account of Consultant's insolvency.

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 Consultant. If the expense, fees, and/or costs to the District exceed the cost of providing the service pursuant to this Agreement, the Consultant shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's

notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

12. **Indemnification.** To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold harmless the District, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers (the "indemnified parties") from any and all claims arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Contractor. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the indemnified parties.

13. **Insurance.**

- 13.1. The Consultant shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

Type of Coverage	Minimum Requirement
Commercial General Liability Insurance , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments Each Occurrence General Aggregate	 \$ 1,000,000 \$ 2,000,000
Automobile Liability Insurance - Any Auto Each Occurrence General Aggregate	 \$ 1,000,000 \$ 2,000,000
Professional Liability	\$ 1,000,000
Workers Compensation	Statutory Limits
Employer's Liability	\$ 1,000,000

13.1.1. **Commercial General Liability and Automobile Liability Insurance.**

Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect the Consultant, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the District.)

- 13.1.2. **Workers' Compensation and Employers' Liability Insurance.** Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Consultant shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

- 13.1.3. **Professional Liability (Errors and Omissions).** Professional Liability Insurance as appropriate to the Consultant's profession, coverage to continue through completion of construction plus two (2) years thereafter.

- 13.2. **Proof of Carriage of Insurance.** The Consultant shall not commence performing any portion of the Services until all required insurance has been obtained and certificates

indicating the required coverage have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:

- 13.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."
- 13.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.
- 13.2.3. An endorsement stating that the District and its Governing Board, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Consultant's insurance policies shall be primary to any insurance or self-insurance maintained by District. An endorsement shall also state that there shall be a waiver of any subrogation.
- 13.2.4. All policies except the Professional Liability, Workers' Compensation Insurance, and Employers' Liability Insurance Policies shall be written on an occurrence form.

13.3. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the District.

14. **Assignment.** The obligations of the Consultant pursuant to this Agreement shall not be assigned by the Consultant.

15. **Compliance with Laws.** Consultant 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. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Consultant observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Consultant shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Consultant's receipt of a written termination notice from the District. If Consultant performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Consultant shall bear all costs arising therefrom.

16. **Certificates/Permits/Licenses.** Consultant and all Consultant's employees or agents shall secure and maintain in force such certificates, permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Agreement.

17. **Employment with Public Agency.** Consultant, if an employee of another public agency, agrees that Consultant 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.

18. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the

Consultant 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 and District policy. In addition, the Consultant agrees to require like compliance by all of its subcontractor(s).

19. **Disabled Veteran Business Enterprises.** Pursuant to Education Code section 71028 and Public Contract Code section 10115, the District may have a participation goal for disabled veteran business enterprises (DVBES) of at least three percent (3%) per year of funds expended each year by the District on projects that use funds California Community College Chancellor's Office. In accordance therewith, the Consultant must submit, upon request by the District, appropriate documentation to the District identifying the good faith efforts the Consultant has taken to solicit DVBE participation in conjunction with this Agreement, if applicable.
20. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
21. **District's Evaluation of Consultant and Consultant's Employees and/or Subcontractors.** The District may evaluate the Consultant in any way the District is entitled pursuant to applicable law. The District's evaluation may include, without limitation:
 - 21.1. Requesting that District employee(s) evaluate the Consultant and the Consultant's employees and subcontractors and each of their performance.
 - 21.2. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).
22. **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.
23. **Confidentiality.** The Consultant and all Consultant's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. Consultant understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
24. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

District:

Solano Community College District
4000 Suisun Valley Road
Fairfield, California 94534

ATTN: Jason Yi
Email: jason.yi@solano.edu

Consultant:

XXXX
XXXX
XXXX

ATTN: XXXX
Email: XXXX

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

25. **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.
26. **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 county in which the District's administrative offices are located.
27. **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.
28. **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.
29. **Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included therein.
30. **Authority to Bind Parties.** Neither party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.
31. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
32. **Captions and Interpretations.** Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.
33. **Calculation of Time.** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.

34. **Signature Authority.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authority and empowered to enter into this Agreement.

35. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

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

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

Dated: _____, 2025

Dated: _____, 2025

Solano Community College District

By: _____

By: _____

Print Name: Susan Wheet

Print Name: _____

Print Title: VP of Finance & Administration

Print Title: _____

Information regarding Consultant:

License No.: _____

_____:

Address:

Employer Identification and/or
Social Security Number

Telephone:

Facsimile:

E-Mail:

Type of Business Entity:

____ Individual

____ Sole Proprietorship

____ Partnership

____ Limited Partnership

____ Corporation, State: _____

____ Limited Liability Company

____ Other: _____

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of \$600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the Contractor to furnish the information requested in this section.

WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing satisfactory proof to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

Date: _____

Name of Consultant: _____

Signature: _____

Print Name and Title: _____

(In accordance with Article 5 – commencing at Section 1860, Chapter 1, part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the District prior to performing any Work under this Contract.)

EXHIBIT "A"
DESCRIPTION OF SERVICES TO BE PERFORMED BY CONSULTANT

Scope of Work:

Scope shall include all on-site and off-site special inspections and material testing required to verify compliance with the Division of State Architect (DSA) approved plans and DSA Form 103. Special inspections and material testing shall include, but not be limited to (see Progress Construction Plans, and DRAFT DSA Form 103 for detailed scope of work):

- Reinforcing steel material identification and testing
- Concrete inspections, sampling and testing
- Steel material identification, review and approval of Welding Procedure Specifications (WPS) and inspections of in-shop and in-field welding, including verification and documentation of steel fabrication per DSA approved construction documents

Schedule:

In-shop fabrication of shade structures is anticipated to start near the end of February 2025. Shade structure material is expected to be delivered to the site in the beginning of April 2025. A contract for construction services is anticipated to be approved by the Board of Trustees on March 5, 2025. Construction onsite is estimated to commence on or about April 4, 2025 and must be completed by June 20, 2025.

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: CHANGE ORDER #1 TO CONSTRUCTION SERVICES
WEST, INC. FOR CONSTRUCTION SERVICES FOR THE
BUILDING 800 EMT AND NURSING RENOVATION
PROJECT

REQUESTED ACTION:

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

SUMMARY:

Board approval is requested for Change Order #1 to the contract with Construction Services West, Inc., the general contractor for the Building 800 EMT and Nursing Renovation Project on the Fairfield Campus. On October 2, 2024, the Board approved a contract with Construction Services West, Inc., for the above-mentioned project.

CONTINUED ON THE NEXT PAGE

STUDENT SUCCESS IMPACT:

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

Ed. Code: N/A Board Policy: N/A Estimated Fiscal Impact: \$5,868 Strong Workforce Funds

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

Susan Wheet
VP, Finance & Administration

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 863-7855

TELEPHONE NUMBER

Susan Wheet
VP, Finance & Administration
VICE PRESIDENT APPROVAL

February 7, 2025
**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

Kellie Sims Butler, Ph.D.
Superintendent-President

February 19, 2025
**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: CHANGE ORDER #1 TO CONSTRUCTION SERVICES
WEST, INC. FOR CONSTRUCTION SERVICES FOR THE
BUILDING 800 EMT AND NURSING RENOVATION
PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

This change order is being requested to add an 8' x 11' concrete pad for an existing demonstration ambulance, that is currently being used for instruction.

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

\$ 229,849.00	Original Contract Amount
\$ 0.00	Prior Approved Change Orders
<u>\$ 5,868.00</u>	<i>Proposed Change Order #1</i>
\$ 235,717.00	<i>Proposed New Contract Amount</i>

The Board is asked to approve this Change Order #1 to Construction Services West, Inc., for \$5,868.

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

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: CONTRACT AMENDMENT #2 TO AEDIS ARCHITECTS
FOR ARCHITECTURAL SERVICES FOR THE CAMPUS-
WIDE INTERIOR REFRESH (PHASE 1) PROJECT

REQUESTED ACTION:

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

SUMMARY:

On February 7, 2024, the Board approved a professional services contract to Aedis Architects for architectural services for the Campus-Wide Interior Refresh (Phase 1) Project on the Fairfield Campus. The Board subsequently approved Amendment #1 to this contract on November 20, 2024.

CONTINUED ON THE NEXT PAGE

STUDENT SUCCESS IMPACT:

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

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

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

Lucky Lofton
VP, Facilities & Executive Bonds Manager

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 863-7855

TELEPHONE NUMBER

Lucky Lofton
VP, Facilities & Executive Bonds Manager

VICE PRESIDENT APPROVAL

February 7, 2025

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

Kellie Sims Butler, Ph.D.
Superintendent-President

February 19, 2025

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AMENDMENT #2 TO AEDIS ARCHITECTS
FOR PROJECT INSPECTION SERVICES FOR THE
CAMPUS-WIDE INTERIOR REFRESH (PHASE 1)
PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

The contract term for the General Contractor was extended to accommodate schedule delays. As a result, it is necessary to extend the professional services term for Aedis Architects to align with this extended schedule.

Agreement Summary:

\$ 402,070.00	Current Contract Amount
\$ 0.00	Approved Amendment #1
<u>\$ 0.00</u>	<i>Proposed Amendment #2</i>
\$ 402,070.00	<i>Proposed New Contract Amount</i>

The Board is asked to approve this no-cost Amendment #2 to Aedis Architects for time extension through April 30, 2025.

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

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: CONTRACT AMENDMENT #2 TO TYR INC. FOR
PROJECT INSPECTION SERVICES FOR THE CAMPUS-
WIDE INTERIOR REFRESH (PHASE 1) PROJECT

REQUESTED ACTION:

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

SUMMARY:

On May 15, 2024, the Board approved a professional services contract to TYR, Inc. for Division of State Architect (DSA) Project Inspection Services for the Campus-Wide Interior Refresh (Phase 1) Project on the Fairfield Campus. The Board subsequently approved Amendment #1 to this contract on November 20, 2024.

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: \$30,360.00 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

February 7, 2025

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

Kellie Sims Butler, Ph.D.
Superintendent-President

February 19, 2025

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AMENDMENT #2 TO TYR INC. FOR
PROJECT INSPECTION SERVICES FOR THE CAMPUS-
WIDE INTERIOR REFRESH (PHASE 1) PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

Board approval is now requested for Amendment #2 to increase the professional services fee and to extend the duration of the Agreement with TYR, Inc. for additional inspection services needed for the completion of the project.

The contract term for the General Contractor was extended to accommodate schedule delays. As a result, it is necessary to extend the inspection services term and increase the contract amount to align with the extended schedule.

Agreement Summary:

\$ 77,880.00	Current Contract Amount
\$ 0.00	Approved Amendment #1
<u>\$ 30,360.00</u>	<i>Proposed Amendment #2</i>
\$ 108,240.00	<i>Proposed New Contract Amount</i>

The Board is asked to approve this contract Amendment #2 to TYR Inc. through April 30, 2025, in an amount not to exceed \$30,360.00.

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

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

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

REQUESTED ACTION:

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

SUMMARY:

Board approval is requested for Change Order #2 to the contract with Arthulia, Inc., the general contractor for the Campus-Wide Interior Refresh (Phase 1B) Project. On July 17, 2024, the Board approved a contract with Arthulia, Inc. for the above-mentioned project. The Board subsequently approved Change Order #1 to this contract on November 20, 2024.

CONTINUED ON THE NEXT PAGE

STUDENT SUCCESS IMPACT:

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

Ed. Code: N/A	Board Policy: N/A	Estimated Fiscal Impact: \$0 Measure Q Funds
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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

February 7, 2025

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

Kellie Sims Butler, Ph.D.
Superintendent-President

February 19, 2025

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

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

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

Due to the overnight shift hours on the project, the progress of the construction has been slower than anticipated. As a result, the construction duration on the Project needs to be extended.

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

\$ 975,000.00	Original Contract Amount
\$ 0.00	Prior Approved Change Order #1
<u>\$ 0.00</u>	<i>Proposed Change Order #2</i>
\$ 975,000.00	<i>Proposed New Contract Amount</i>

The Board is asked to approve this no-cost time extension Change Order #2 to Arthulia, Inc. for a time extension through April 30, 2025.

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 CONCENTRIC CONCRETE INC.
FOR CONSTRUCTION SERVICES FOR THE FAIRFIELD
CAMPUS EARLY LEARNING CENTER WALKWAY
PROJECT

REQUESTED ACTION:

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

SUMMARY:

Board approval is requested for award of a contract to Concentric Concrete Inc. for the Fairfield Campus Early Learning Center Walkway Project. This project consists of the installation of a new concrete walkway from the main Early Learning Center Building to the new Modular Building.

CONTINUED ON THE NEXT PAGE

STUDENT SUCCESS IMPACT:

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

Ed. Code: NA Board Policy: NA Estimated Fiscal Impact: \$36,866.50 Measure Q Funds

SUPERINTENDENT'S RECOMMENDATION:

☒ APPROVAL ☐ DISAPPROVAL
☐ NOT REQUIRED ☐ TABLE

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

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 863-7260

TELEPHONE NUMBER

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

VICE PRESIDENT APPROVAL

February 7, 2025

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

Kellie Sims Butler, Ph.D.
Superintendent-President

February 19, 2025

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AWARD TO CONCENTRIC CONCRETE INC.
FOR CONSTRUCTION SERVICES FOR THE FAIRFIELD
CAMPUS EARLY LEARNING CENTER WALKWAY
PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

Sealed bids for this project were due on January 30, 2025. This project was bid under the District's UPCCAA Informal Bid Procedures. A total of six (6) contractors submitted bids for the Early Learning Center Walkway Project.

Bids received were as follows:

<u>CONTRACTOR</u>	<u>BASE BID</u>	<u>TOTAL BID AMOUNT</u>
Concentric Concrete Inc.	\$35,023.18	\$ 36,866.50
Pacific Coast General Engineering Inc.	\$ 53,223.00	\$ 55,884.00
Lister Construction Inc.	\$ 61,094.00	\$ 64,148.00
Arthulia Inc.	\$ 80,000.00	\$ 84,000.00
RBH Construction, Inc.	\$ 81,201.00	\$ 85,261.00
Schreder & Brandt Mfg. Inc.	\$ 112,000.00	\$ 117,600.00

*Total Bid Amount includes the Base Bid, and a 5% Owner's Allowance.

It was determined that Concentric Concrete Inc. submitted the lowest responsible and responsive bid. It is recommended that the Board award a contract to Concentric Concrete Inc. for the Total Bid Amount of \$ 36,866.50.

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

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: CONTRACT AWARD TO SALAS O'BRIEN FOR
PROFESSIONAL SERVICES FOR THE FAIRFIELD
CAMPUS B1200 AND B300 HYDRONIC VAULT REPAIRS
PROJECT

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 Building 1200 (B1200) and Building 300 (B300) Hydronic Vault Repairs Project on the Fairfield Campus. The scope of work for this project includes the replacement of Heating Hot Water (HHW) Hydronic System components within the vaults at Building 1200 and Building 300.

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: \$73,550.00 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

February 7, 2025

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

Kellie Sims Butler, Ph.D.
Superintendent-President

February 19, 2025

**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 B1200 AND B300 VAULT REPAIRS PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

The scope of work for the consultant will result in the development of Construction Documents needed for the repair at these two Hydronic Vaults. Initial coordination with the Division of the State Architect (DSA) is included to determine if the project is exempt from review, full DSA review is not included. Consultant will provide Bid Phase support and Construction Administration services for the project.

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 \$73,550.00.

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: COMPUTER HARDWARE AND SUPPORTING
TECHNOLOGY EQUIPMENT ORDER TO STERLING
FOR THE IT INFRASTRUCTURE IMPROVEMENTS
PROJECT**

REQUESTED ACTION:

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

SUMMARY:

Board approval is requested for a computer hardware and supporting technology equipment purchase order to Sterling to be utilized by the Information Technology (IT) Department to upgrade/refresh smart classroom equipment at the Vacaville, Vallejo, and Fairfield campuses. Sterling's pricing is based upon NASPO ValuePoint CA MA# 23026 PA#7-23-70-55-01 C000001140006. The Board is asked to approve a computer hardware and supporting technology equipment order to Sterling in the amount of \$87,484.07.

STUDENT SUCCESS IMPACT:

- ☐ Help our students achieve their educational, professional and personal goals
☐ Basic skills education
☐ Workforce development and training
☐ Transfer-level education
☒ Other: Provide new equipment that supports classrooms and instruction district-wide.

Ed. Code: NA Board Policy: NA Estimated Fiscal Impact: \$87,484.07 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

February 5, 2025

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

Kellie Sims Butler, Ph.D.
Superintendent-President

February 19, 2025

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: CONTRACT AWARD TO NINYO & MOORE FOR
MATERIAL TESTING AND SPECIAL INSPECTION
SERVICES FOR THE BUILDING 1600 MODERNIZATION
PROJECT

REQUESTED ACTION:

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

SUMMARY:

Board approval is requested to award a professional services contract to Ninyo & Moore for Division of State Architect (DSA) Material Testing and Special Inspection Services for the Building 1600 Modernization Project on the Fairfield Campus. The scope of work of this contract includes providing all offsite/onsite material testing and special inspections as required by DSA for all construction activities for the 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: Renovate instructional space and update equipment.

Ed. Code: NA Board Policy: NA Estimated Fiscal Impact: \$38,646.00 Measure Q Funds

SUPERINTENDENT'S RECOMMENDATION:

☒ APPROVAL ☐ DISAPPROVAL
☐ NOT REQUIRED ☐ TABLE

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

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 863-7260

TELEPHONE NUMBER

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

VICE PRESIDENT APPROVAL

February 7, 2025

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

Kellie Sims Butler, Ph.D.
Superintendent-President

February 19, 2025

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AWARD TO NINYO & MOORE FOR
MATERIAL TESTING AND SPECIAL INSPECTION
SERVICES FOR THE BUILDING 1600 MODERNIZATION
PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

Proposals were solicited from all firms in the Board Approved Pool of Material Testing and Special Inspections firms. The District received a total of nine (9) proposals for this service.

Based on qualifications and the proposed scope of work, Ninyo & Moore's proposal is considered to be the best value for this Project.

The Board is asked to approve a professional services contract to Ninyo & Moore in the amount not to exceed \$38,646.00.

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 AMENDMENT #3 TO VLAMING AND ASSOCIATES, APC FOR PROJECT LABOR AGREEMENT COORDINATION SERVICES

REQUESTED ACTION:

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

SUMMARY:

On July 16, 2014, the Board approved a professional services contract to Vlaming and Associates to provide project labor management coordination services for administration of the College's Project Labor Agreement (PLA). On February 20, 2019, Amendment #1 was approved by the Board to extend the contract term, and on May 3, 2023, Amendment #2 was approved by the Board to extend the contract term and incorporate new PLA projects.

CONTINUED ON THE NEXT PAGE

STUDENT SUCCESS IMPACT:

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

Ed. Code: NA Board Policy: NA Estimated Fiscal Impact: None

SUPERINTENDENT'S RECOMMENDATION:

☒ APPROVAL ☐ DISAPPROVAL
☐ NOT REQUIRED ☐ TABLE

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

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 863-7855

TELEPHONE NUMBER

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

VICE PRESIDENT APPROVAL

February 7, 2025

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

Kellie Sims Butler, Ph.D.
Superintendent-President

February 19, 2025

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

SUBJECT: CONTRACT AMENDMENT #3 TO VLAMING AND ASSOCIATES, APC FOR PROJECT LABOR AGREEMENT COORDINATION SERVICES

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

Since the approval of Amendment #2, an additional project subject to the Project Labor Agreement has been added to the Measure Q Bond Program Project List and the term of the contract needs to be extended.

Project added to the Measure Q Bond Program Project List:

- Building 1600 Modernization Project

At this time, it is necessary to amend the contract to include the aforementioned project and to extend the completion date to December 31, 2025.

The Board is asked to approve this no cost contract Amendment #3 to Vlaming and Associates, APC.

The amendment 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: ATHLETIC AGREEMENT BETWEEN NAPA VALLEY
COLLEGE AND SOLANO COMMUNITY COLLEGE**

REQUESTED ACTION:

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

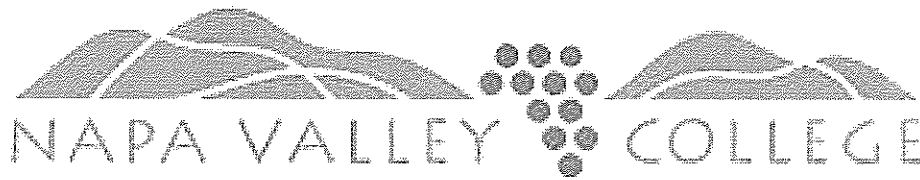
SUMMARY:

Governing Board approval is requested for an Athletic Agreement between Napa Valley College and Solano Community College. In 1983, NVC and SCC entered into an athletic agreement to establish a regional partnership that would allow each college to host viable programs individually and identified those that both colleges would offer. This agreement will be in effect from July 1, 2025 through June 30, 2026. This agreement is subject to annual review.

STUDENT SUCCESS IMPACT:

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

<i>Ed. Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact:</i>	<i>N/A</i>
SUPERINTENDENT'S RECOMMENDATION:		<input 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			
707-864-7126			
TELEPHONE NUMBER			
David Williams, Ph.D. Vice President, Academic Affairs			
VICE PRESIDENT APPROVAL			
January 30, 2025			
DATE SUBMITTED TO SUPERINTENDENT-PRESIDENT			
		Kellie Sims Butler, Ph.D. Superintendent-President	
		DATE APPROVED BY SUPERINTENDENT-PRESIDENT	



January 14, 2025

Dear Ellen:

We are respectfully requesting the Bay Valley Conference and 3C2A's annual approval of the Napa-Solano Athletic Agreement, effective July 1, 2025, to June 30, 2026.

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


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

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

Please contact us if we can provide further clarification.

Sincerely,

Kellie Sims Butler, Ph.D.
Superintendent - President
Solano Community College



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

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

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

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

TO: Members of the Governing Board

**SUBJECT: RENEWAL AGREEMENT BETWEEN SOUTH LAKE
COUNTY FIRE PROTECTION DISTRICT AND SOLANO
COMMUNITY COLLEGE FOR THE PROVISION OF
AFFILIATED EDUCATIONAL COURSES**

REQUESTED ACTION:

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

SUMMARY:

This agreement renewal with South Lake County Fire Protection District and Solano Community College will greatly enhance the success of students in our Fire Technology Program. The renewal allows South Lake County Fire Protection District to provide instructors, facilitators, equipment, materials, and day-to-day and management support for a Wildland Fire Academy Course. The term of this agreement will terminate on March 31, 2025.

STUDENT SUCCESS IMPACT:

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

<i>Ed. Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact:</i> \$5,000
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SUPERINTENDENT'S RECOMMENDATION:

☒ APPROVAL ☐ DISAPPROVAL
☐ NOT REQUIRED ☐ TABLE

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

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

ADDRESS

707 864-7117

TELEPHONE NUMBER

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

VICE PRESIDENT APPROVAL

February 4, 2025

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

Kellie Sims Butler, Ph.D.
Superintendent-President

February 19, 2025

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

MASTER AGREEMENT BETWEEN
Solano Community College
&
The South Lake County Fire Protection District

This AGREEMENT is made and entered into by and between the Solano Community College (hereinafter referred to as DISTRICT) and South Lake County Fire Protection District (hereinafter referred to as AGENCY), for the purpose of outlining the responsibilities of each party as they relate to providing affiliated educational courses for the Agency. DISTRICT & AGENCY agree as follows:

I. RESPONSIBILITIES OF THE DISTRICT

- A. DISTRICT shall offer approved educational courses through its various programs to meet the needs of the AGENCY.
- B. DISTRICT shall provide a coordinator to work with the AGENCY. Said coordinator shall act as the AGENCY co-director for all DISTRICT-affiliated educational courses. Under no circumstances, however, shall the coordinator have authority over the remaining operations of the AGENCY, including, but not limited to, personnel issues concerning AGENCY representatives, operational budget, or the use, maintenance or scheduling of AGENCY facilities.
- C. DISTRICT will ensure that ancillary and support services are provided for the students (e.g. Counseling and Guidance, Placement Assistance).
- D. DISTRICT shall assist the AGENCY in registration and other support services to students in order to adequately manage and control its course offerings.
- E. DISTRICT shall approve of the selection of instructors and facilitators and evaluate the quality of instruction to ensure that it meets the needs of the students and the accreditation requirements of the DISTRICT.
- F. DISTRICT shall ensure that course offerings meet all appropriate State of California Code of Regulations Title 5 (hereinafter referred to as Title 5) and State of California Education Code (hereinafter referred to as Education Code) requirements.
- G. DISTRICT shall consult the AGENCY on any revisions to existing DISTRICT courses, initiation of new courses, or any other changes, in order to ensure the quality of educational services and to meet the needs of the AGENCY.
- H. DISTRICT will provide each student a copy of the course syllabus in keeping with the approved course outline.
- I. DISTRICT shall provide to the AGENCY classroom space and the use of its facilities, free of charge, for the delivery of instruction covered under the scope of this contract and on an as-needed, space-available basis for affiliated programs.
- J. DISTRICT has the primary right to control and direct the instructional activities of the instructor and shall demonstrate control and direction through such actions as providing the instructor of record an orientation, instructor's manual, Title 5 course outlines, curriculum materials, testing and grading procedures and any other materials and services it would provide its hourly instructors on campus.
- K. By signing this AGREEMENT, the DISTRICT certifies that it does not receive full compensation for direct education cost of the course from any public or private agency, individual or group.

II. RESPONSIBILITIES OF THE AGENCY

- A. AGENCY shall provide instructors, facilitators, equipment, materials, day-to-day management support, and all other related overhead necessary to conduct the DISTRICT's affiliated educational programs.
- B. AGENCY shall cooperate with the DISTRICT to ensure that all personnel, equipment, and materials used in carrying out its responsibilities under this contract conform to Education Code and Title 5 mandated standards governing instructional programs including minimum qualifications for instructors.
- C. AGENCY shall use the money received as compensation for services under this contract for educational and training related purposes as they relate to public safety courses.
- D. AGENCY shall assist the DISTRICT in collecting all enrollment fees associated with the class offerings under this contract.
- E. Records of student attendance and achievement shall be maintained by the AGENCY. The AGENCY will maintain the confidentiality of all student records. Should any request for disclosure of student record information be

made to the AGENCY or to any AGENCY employee or representative of the AGENCY and that request shall immediately be forwarded to the DISTRICT. Records will always be open for review by officials of the college and submitted on a schedule developed by the DISTRICT.

F. By signing this AGREEMENT, the AGENCY certifies that the instructional activity to be conducted will not be fully funded by other sources.

G. AGENCY will ensure that students enrolled under this AGREEMENT will be engaged in educational activities required of such students and shall be under the immediate supervision and control of qualified faculty of the DISTRICT as authorized by 5 CCR 58058(b) and as immediate supervision and control is defined in 5 CCR 58056.

III. THE EDUCATIONAL PROGRAM

A. The DISTRICT is responsible for the educational program that is the subject of this AGREEMENT.

B. Any instructor used for service under this AGREEMENT shall possess the minimum qualifications for instruction in the course and shall have any other applicable qualifications which are consistent with the teaching requirements of any similar course which is given by the DISTRICT. Such instructor shall teach the course in a manner consistent with the approved outline of record of this course if it is taught directly by the DISTRICT. The DISTRICT shall have the primary right to control and direct the activities of said instructor while he/she is performing services under this AGREEMENT.

C. Courses under this AGREEMENT will be held at facilities which are open to the public. Enrollment in said courses is available to all admitted limitations described in 5 CCR 58106. The DISTRICT's policy on open enrollment is published in its catalogue and class schedule as is information on whether courses covered by this AGREEMENT are offered for credit or are transferable. The DISTRICT's policy on nondiscrimination relates to the conduct of all courses under this AGREEMENT.

D. All courses under this AGREEMENT must have met any applicable approvals and standards, including any applicable approval by the Board of Trustees and the State Chancellor's Office.

E. The rules and regulations governing the withdrawal of students prior to completion of courses under this AGREEMENT shall be stated in the Solano Community College catalog.

IV. PAYMENT FOR SERVICES

A. In consideration for the services provided hereunder DISTRICT shall pay AGENCY: A maximum of **\$5,000.00** cost per Wildland Fire Academy for a minimum of (1) one Wildland Fire Academy course per semester conducted within the SCC Fire Technology Program.

B. DISTRICT shall pay the AGENCY upon submission of valid invoices.

C. Instructional hours are defined as those hours that are reported on the DISTRICT's CCFS-320, California Community Colleges Apportionment Attendance Reports, and are subject to audit by the DISTRICT's independent auditor and the California Community Colleges Chancellor's Office.

V. MISCELLANEOUS

A. If any of the provisions of this contract are found to be or become contrary to State law or regulations or court decisions, DISTRICT and AGENCY agree that the contract shall be renegotiated as it relates to said provision, without affecting the balance or intent of this contract.

B. The DISTRICT agrees to indemnify and hold harmless the AGENCY and its authorized agents, officers, volunteers, and employees against any and all claims or actions arising solely from DISTRICT's acts, errors or omissions and for any cost or expense incurred by the AGENCY on account of any claim therefore arising out of or alleged to arise out of or in any way connected with the making or performance of this AGREEMENT.

C. The AGENCY agrees to indemnify and hold harmless the DISTRICT and its authorized agents, officers, volunteers, and employees against any and all claims or actions arising solely from AGENCY's acts, errors or omissions and for any cost or expense incurred by the DISTRICT on account of any claim therefore arising out of or alleged to arise out of or in any way connected with the making or performance of this AGREEMENT.

D. The term of this AGREEMENT shall run from December 11, 2024 and terminating March 31, 2025. Notwithstanding the foregoing, this contract may be terminated at any time, with or without cause, upon written notice given to the other party at least fifteen (15) days prior to end of the term in which classes are currently in session. Notwithstanding the foregoing, this AGREEMENT may be terminated at any time by the DISTRICT, with or without cause, upon at least 15 days written notice given to the AGENCY. This AGREEMENT may be terminated by the AGENCY, with or without cause, effective at the end of the term in which classes are currently in session upon at

least 15 days written notice given to the DISTRICT. Neither the DISTRICT nor AGENCY shall cancel during any instructional session. Neither party shall incur any liability to the other by reason of such termination.

E. Specific Course(s)

COURSE TITLE & No: Wildland Fire Academy (FF1C)
TOTAL COURSE HOURS: 70.00 hours
INSTRUCTOR: Kyle Breaw
INSTRUCTOR OF RECORD: Brian Preciado
GRADING: Pass/No Pass

F. Course Dates:

- 2025: March 14th, 0645-1700
- 2025: March 17th - 21st, 0645-1700

Any and all notices required to be given hereunder shall be deemed given when personally delivered or deposited in the U.S. Mail, certified, postage prepaid to the following address:


DISTRICT: Solano Community College
4000 Suisun Valley Road
Fairfield, CA 94534

AGENCY: South Lake County Fire Protection District
ATTN: David Levin - Training
Box 1360 – 21095 Hwy 175
Middletown, CA 95461

SOLANO COMMUNITY COLLEGE

SOUTH LAKE COUNTY FIRE PROT. DISTRICT

David Williams, VP of Academic Affairs

DocuSigned by:


N 6604128944DE425...hief

Date: _____

Date: 1/2/2025

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

TO: Members of the Governing Board

**SUBJECT: CLINICAL TRAINING AFFILIATION AGREEMENT FOR
NURSING, CERTIFIED NURSING ASSISTANT, HOME
HEALTH AIDE, AND EMS PROGRAMS BETWEEN
NORTHBAY HEALTHCARE CORPORATION AND
SOLANO COMMUNITY COLLEGE**

REQUESTED ACTION:

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

SUMMARY:

This agreement with NorthBay Healthcare Corporation benefits Solano Community College by providing clinical learning experiences to students enrolled in the Nursing, Certified Nursing Assistant, Home Health Aide, and EMS programs. Copies of the agreement will be accessible in the Office of the Superintendent/President, the Office of the Dean of the School of Health Sciences, and the offices of NorthBay Healthcare Corporation, 4500 Business Center Drive, Fairfield, CA 94534. The term of this agreement is five years.

STUDENT SUCCESS IMPACT:

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

<i>Ed. Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact: None</i>
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SUPERINTENDENTS RECOMMENDATION:	<input checked="" type="checkbox"/> APPROVAL	<input type="checkbox"/> DISAPPROVAL
	<input type="checkbox"/> NOT REQUIRED	<input type="checkbox"/> TABLE

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

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

ADDRESS

707 864-7117

TELEPHONE NUMBER

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

VICE PRESIDENT APPROVAL

February 4, 2025

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

Kellie Sims Butler, Ph.D.
Superintendent-President

February 19, 2025

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

CLINICAL TRAINING **AFFILIATION AGREEMENT**

(Without School Instructor on Host Agency Premises)

This Clinical Training Affiliation Agreement (the “AGREEMENT”) is entered into by and between **NorthBay Healthcare Corporation** and its affiliates (“**HOST AGENCY**”), and **Solano Community College** (“**SCHOOL**”), and is effective as of the date of the last signature of a party hereon February 20, 2025.

RECITALS

I. WHEREAS, the SCHOOL offers training and continuing education opportunities to individuals holding degrees in nursing and other professional degrees who need experience and training at health care facilities as part of continuing education courses and certification programs.

II. WHEREAS, the HOST AGENCY is willing to provide opportunities for clinical learning experiences at its facilities to certain students enrolled in School’s program(s) listed on Exhibit A (the “Program(s)”. This Agreement may be amended from time to time to revise the Programs covered under this Agreement.

III. WHEREAS, the purpose of this AGREEMENT is to guide and direct the parties respecting their affiliation, working arrangements, and agreements in furtherance thereof to provide high-quality clinical learning experiences for nursing students (singularly referred to herein as “Student” and collectively as “Students”) enrolled in the SCHOOL.

IV. WHEREAS, this AGREEMENT is intended and shall be interpreted to meet the SCHOOL's accreditation standards related to affiliation agreements with clinical affiliates which require at a minimum:

- i. The HOST AGENCY will provide student access to appropriate resources for clinical experiences and training for student education.
- ii. The SCHOOL is ultimately responsible for the general educational program, academic affairs, and the assessment of students.
- iii. The SCHOOL is primarily responsible for the appointment and assignment of faculty members with responsibility for the general educational experience of students assigned to HOST AGENCY with respect to course work completion.
- iv. The SCHOOL and HOST AGENCY specify responsibility for treatment and follow-up when a student is exposed to an infectious or environmental hazard or other occupational injury as is detailed in Paragraph B.5. of the Agreement.

- v. The SCHOOL and HOST AGENCY agree to share responsibility for creating and maintaining an appropriate learning environment as is further detailed throughout the provisions of this Agreement.

V. WHEREAS, neither party intends for this AGREEMENT to alter in any way its respective legal rights or its legal obligations to any third party.

VI. NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

A. Responsibilities of the SCHOOL

1. The SCHOOL will plan and determine the adequacy of the general educational experience of the students in theoretical background, basic skill, professional ethics, attitude and behavior and shall assign to the HOST AGENCY only those students who have satisfactorily completed the prerequisite didactic portions of the SCHOOL's curriculum.

2. The SCHOOL will retain ultimate responsibility for the general education and assessment of its students. The SCHOOL's representative for this Agreement shall be a faculty member appointed and assigned by the SCHOOL, who will be responsible for student teaching and assessment provided pursuant to this Agreement. It is understood and agreed that SCHOOL's faculty member will not be present at HOST AGENCY'S premises and neither SCHOOL nor any of its faculty members or employees will have any responsibility to supervise student participation in any clinical aspects or patient care as part of this Agreement.

3. The SCHOOL will advise all students assigned to the HOST AGENCY facilities regarding the confidentiality of patient/client records and patient/client information imparted during the clinical training experience. The SCHOOL will also advise all students that the confidentiality requirements survive the termination or expiration of this AGREEMENT.

4. The SCHOOL will require and ensure that all participating students maintain health insurance and provide proof of health insurance to the SCHOOL. The HOST AGENCY may request the student provide proof of health insurance prior to beginning of the training experience.

5. The SCHOOL warrants and represents that it requires each student to maintain individual professional liability insurance with limits of at least One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) annual aggregate during the time period that each student participates in a clinical rotation at HOST AGENCY. If requested by the HOST AGENCY, the SCHOOL shall provide a certificate of insurance

demonstrating such coverage to the HOST AGENCY.

6. The SCHOOL will require all participating students to comply with HOST AGENCY'S screening and onboarding protocol, as may change by HOST AGENCY from time to time, and currently includes but is not limited to:

- a) a completed and appropriate criminal background check, including but not limited to: seven (7) years of criminal history; name and social security verification; national sex offenders' registry check; federal criminal check; and Office of Inspector General (OIG) check for healthcare sanctions;
- b) Documentation of appropriate immunizations on file with the SCHOOL or MMR titer;
- c) A medical clearance, including a 10 Panel drug screen and tuberculosis (TB) test;
- d) A flu shot or a declination and obligation to wear a mask (during flu season);
- e) COVID vaccine and booster (or medical or religious accommodation with testing 1 x per week); and
- f) Acknowledgment and acceptance of HOST AGENCY policies and procedures.

The SCHOOL will inform the student of his/her responsibility to provide evidence to the HOST AGENCY of any of the screening requirements, when requested, and to cooperate with HOST AGENCY to complete the screening requirements.

7. The SCHOOL will advise students that they are required to comply with HOST AGENCY rules, regulations, policies and procedures.

8. If requested by the HOST AGENCY, the SCHOOL will provide instruction to the HOST AGENCY'S staff with respect to the SCHOOL's expectations regarding assessment of the SCHOOL'S students at the HOST AGENCY.

B. Responsibilities of the HOST AGENCY

1. The HOST AGENCY has a responsibility to maintain a positive, respectful, and adequately resourced learning environment so that sound educational experiences can occur. Therefore, the HOST AGENCY will provide students with access to appropriate resources for

student education including: a) access to patients at HOST AGENCY facilities in an appropriately supervised environment, in which the students can complete the clinical learning experience; b) student security badges or other means of secure access to patient care areas; c) access and required training for students in the proper use of electronic medical records or paper charts, as applicable; d) computer access; e) secure storage space for students' personal items when at the HOST AGENCY; and f) access to call rooms, if necessary.

2. The HOST AGENCY will retain full authority and responsibility for patient care and quality standards, and will maintain a level of care that meets generally accepted standards conducive to satisfactory instruction. While in HOST AGENCY's facilities, students will have the status of trainees; are not to replace HOST AGENCY staff; and, are not to render unsupervised patient care and/or services. All services rendered by students must have educational value and meet the goals of the educational program. HOST AGENCY and its staff will provide such supervision of the educational and clinical activities as is reasonable and appropriate to the circumstances and to the student's level of training.

3. The HOST AGENCY staff will, upon request, assist the SCHOOL in the assessment of the learning and performance of participating students by completing assessment forms provided by the SCHOOL and returned to the SCHOOL in a timely fashion.

4. The HOST AGENCY will provide for the orientation of SCHOOL's participating students as to the HOST AGENCY'S rules, regulations, policies, and procedures.

5. The HOST AGENCY 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 HOST AGENCY, the HOST AGENCY, 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 HOST AGENCY'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 Hepatitis B Vaccination (HBV), Hepatitis C (HCV), and/or HIV protocol as necessary; and HIV counseling and appropriate testing as necessary. In the event that HOST AGENCY does not have the resources to provide such emergency care, HOST AGENCY will refer such student to the nearest emergency facility. The HOST AGENCY shall bill the Student for any charges related to the medical care provided for herein according to the student health insurance policy maintained under Paragraph A.4. and in accordance with HOST AGENCY'S regular billing practices. The SCHOOL will define, for its students, who bears financial responsibility for any charges generated.

6. Upon request, the HOST AGENCY will provide proof that it maintains liability insurance in an amount that is commercially reasonable for its own actions and the actions of its physicians and employees.

7. The HOST AGENCY will provide written notification to the SCHOOL promptly if a claim arises involving a student. The HOST AGENCY and SCHOOL agree to share such

information in a manner that protects such disclosures from discovery to the extent possible under applicable federal and state peer review and joint defense laws.

8. The HOST AGENCY will resolve any situation in favor of its patients' welfare and restrict a student to the role of observer when a problem may exist until the incident can be resolved by the staff in charge of the student or the student is removed. HOST AGENCY shall have the absolute right to determine who will administer care to its patients. In the event that any student, in the sole discretion of HOST AGENCY, fails to perform satisfactorily, fails to follow HOST AGENCY policies, procedures and regulations, or fails to meet HOST AGENCY standards for health, safety, security, cooperation or ethical behavior, HOST AGENCY shall have the right to request that SCHOOL withdraw the student from the Program(s) or immediately exclude any student from HOST AGENCY until final resolution of the matter with SCHOOL.

9. The HOST AGENCY shall identify a site coordinator from among its medical staff who will communicate and cooperate with the SCHOOL to ensure student access to appropriate resources for the clinical training experience.

C. Mutual Responsibilities

1. Representatives for each party will be established on or before the execution of this AGREEMENT.

2. Pursuant to the California Code of Regulations ("CCR"), Title 22, Section 70713, School understands and agrees that HOST AGENCY, with its Medical Staff, retains professional and administrative responsibility for services rendered to HOST AGENCY patients. Further, School shall ensure its students conduct their activities hereunder consistent with relevant law and regulation, the Medical Staff Bylaws, the Medical Staff Rules and Regulations, HOST AGENCY policy and procedures, Emergency Medical Treatment and Active Labor Act ("EMTALA"), Title 22, the standards and requirements under The Joint Commission, professional standards, HOST AGENCY philosophy, values and ethics. The parties understand and agree that this provision is intended to fulfill requirements of The Joint Commission and state law and is not intended to modify the independent contractor relationship nor indemnification requirements between the parties herein.

3. The SCHOOL has no obligation to have any employees, faculty, or coordinators on site at HOST AGENCY. At the request of either party, a meeting or conference will promptly be held between SCHOOL and HOST AGENCY representatives to resolve any problems or develop any improvements in the operation of the clinical training program.

4. The SCHOOL will provide qualified and competent individuals in adequate number for the instruction, assessment, and supervision of students using the SCHOOL facilities. The HOST AGENCY will provide qualified and competent staff members in adequate number for the instruction and supervision of students using the HOST AGENCY facilities.

5. The SCHOOL and the HOST AGENCY will not discriminate against any employee, applicant or student enrolled in their respective programs because of age, creed, gender identity, national origin, race, sex, sexual orientation or any other basis protected by law.

6. The SCHOOL, including its faculty, staff, and students, and HOST AGENCY share responsibility for creating an appropriate learning environment that includes both formal learning activities and the attitudes, values, and informal "lessons" conveyed by individuals who interact with the student. The parties will cooperate to evaluate the learning environment to identify positive and negative influences on the maintenance of professional standards, and to conduct and develop appropriate strategies to enhance the positive and mitigate the negative influences. HOST AGENCY shall require its faculty and staff who interact with students to adhere to the expectations set forth in Exhibit B, and communicate student violations to the SCHOOL. SCHOOL agrees to require its students to adhere to the expectations set forth in Exhibit B. The parties agree that SCHOOL will have no obligation to supervise student's activities performed as part of their clinical education experience at HOST AGENCY; provided, however, that SCHOOL will assist with appropriate coaching, supervision and/or removal as may be appropriate and communicated by HOST AGENCY.

7. HOST AGENCY may immediately remove from the premises and retains the right to suspend or terminate any student's participation at the HOST AGENCY. The HOST AGENCY will immediately notify the appropriate office of the SCHOOL if such an action is required and the reasons for such action. The SCHOOL may terminate a student's participation when, in its sole discretion, it determines that further participation by the student would no longer be appropriate. The SCHOOL will notify the HOST AGENCY if such action is required.

D. Term and Termination

This AGREEMENT is effective upon execution by both parties and will continue for five (5) years or until earlier terminated. This AGREEMENT may be renewed upon mutual written agreement of the parties. This AGREEMENT may be terminated at any time and for any reason by either party upon not less than ninety (90) days prior written notice to the other party. Should notice of termination be given under this Section, students already scheduled to train at HOST AGENCY will be permitted to complete any previously scheduled clinical assignment at HOST AGENCY.

E. Employment Disclaimer

The students participating in the program will not be considered employees or agents of the HOST AGENCY or SCHOOL for any purpose. Students will not be entitled to receive any compensation from HOST AGENCY or SCHOOL or any benefits of employment from HOST AGENCY or SCHOOL, including but not limited to, health care or workers' compensation benefits, vacation, sick time, or any other benefit of employment, direct or indirect. HOST AGENCY will not be required to purchase any form of insurance for the benefit or protection of any student of the SCHOOL.

F. Health Insurance Portability and Accountability Act.

Students participating in clinical training pursuant to this Agreement are members of the HOST AGENCY's workforce for purposes of the Health Insurance Portability and Accountability Act (HIPAA) within the definition of "health care operations" and therefore may have access to patient medical information as provided for in the Privacy Rule of HIPAA. Therefore, additional agreements are not necessary for HIPAA compliance purposes. This paragraph applies solely to HIPAA privacy and security regulations applicable to the HOST AGENCY and, as stated in paragraph E, above, does not establish an employment relationship.

G. No Agency Relationship Between the Parties.

Nothing in this Agreement is intended to or shall be construed to constitute or establish an agency, employer/employee, partnership, franchise, or fiduciary relationship between the parties; and neither party shall have the right or authority or shall hold itself out to have the right or authority to bind the other party, nor shall either party be responsible for the acts or omissions of the other except as provided specifically to the contrary herein.

H. Assignment

This AGREEMENT will not be assigned by either party without the prior written consent of the other.

I. Liability

SCHOOL shall defend, indemnify and hold HOST AGENCY, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages to the extent arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of SCHOOL, its officers, directors, employees, agents, or students.

J. No Special Damages

In no event shall either party be liable hereunder (whether in an action in negligence, contract or tort or based on a warranty or otherwise) for any indirect, incidental, special or consequential damages incurred by the other party or any third party, even if the party has been advised of the possibility of such damages.

K. Notices

All notices provided by either party to the other will be in writing, and will be deemed to have been duly given when delivered personally or when deposited in the United States mail,

First Class, postage prepaid, addressed as follows:

NorthBay Healthcare Corporation
4500 Business Center Drive
Fairfield, CA 94534
Attn: Director of Talent and Organizational Development
Copy to:
NorthBay Healthcare Corporation
4500 Business Center Drive
Fairfield, CA 94534
Attn: NorthBay Legal Department

SCHOOL:

Solano Community College
4000 Suisun Valley Road
Fairfield, CA 94534

L. No Payments

No payments shall be made between the parties or to the students in connection with this Agreement.

M. Compliance

The parties acknowledge HOST AGENCY has a compliance program intended to prevent and detect compliance violations, including without limitation, violations related to fraud, abuse, false claims, excess private benefit, and inappropriate referrals. The parties hereby agree that any compliance concerns shall be promptly reported either to an appropriate HOST AGENCY manager or through the NorthBay Health Compliance Hotline at (707-646-4199).

N. Medicare/Medi-Cal Participation

SCHOOL hereby represents and warrants that neither SCHOOL, students, nor its principals (if applicable) are presently debarred, suspended, proposed for debarment, declared ineligible, or excluded from participation in any federally funded health care program, including Medicare and Medi-Cal. SCHOOL hereby agrees to immediately notify HOST AGENCY of any threatened, proposed, or actual debarment, suspension or exclusion from any federally funded health care program, including Medicare and Medi-Cal. In the event that SCHOOL or any student is debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in any federally funded health care program during the term of this Agreement, or if at any time after the Effective Date of this Agreement it is determined that SCHOOL, and/or any student is in breach of this Section, this Agreement shall, as of the effective date of such action or breach, automatically terminate. SCHOOL further understands that HOST AGENCY periodically checks contracted individuals and entities against the Office of Inspector General (OIG) and General Service Administration (GSA) databases of Excluded Individuals and Entities and will notify School if it

discovers a match. HOST AGENCY will take reasonable measures to verify that the match is the same individual or entity before taking any action to terminate any underlying agreement(s).

O. Access to Books and Records

During the term of this Agreement and for a period of four (4) years after the termination hereof, SCHOOL shall grant access to the following documents to the Secretary of the U.S. Department of Health and Human Services (“Secretary”), the U.S. Comptroller-General and their authorized representatives: this Agreement, and all books, documents and records necessary to verify the nature and costs of services provided hereunder. If SCHOOL carries out the duties of this Agreement through a subcontract worth Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period with a related organization, this subcontract shall also contain a clause permitting access by the Secretary, Comptroller-General and their authorized representatives to the related organization’s books, documents and records.

P. Interruption of Training

Each party shall be excused from any delay or failure in performance hereunder caused by reason of any occurrence or contingency beyond its reasonable control, including, but not limited to, acts of God, acts of war, fire, insurrection, labor disputes, riots, earthquakes, or other acts of nature. The obligations and rights of the party so excused shall be extended on a day-to-day basis for the time period equal to the period of such excusable interruption. In the event the interruption of a party’s services continues for a period in excess of thirty (30) days, the other party shall have the right to terminate this Agreement upon ten (10) days’ prior written notice to the other party.

Q. Publicity.

Neither SCHOOL nor HOST AGENCY shall cause to be published or disseminate any advertising materials, either printed or electronically transmitted, which identifies the other party or its facilities with respect to the activities under this Agreement without the prior written consent of the other party.

R. Severability

The invalidity of any provision of this AGREEMENT will not affect the validity of any other provisions.

S. Survival

The Insurance, Confidentiality, Indemnification, the Relationship of Parties, Governing Law, Notices, Severability, and Survival provisions shall survive the termination of this Agreement.

T. Governing Law

This Agreement shall be governed by and interpreted in accordance with the laws of the State of California, without regard to its conflict of laws principles. Any action arising out of this Agreement shall be instituted and prosecuted only in a court of proper jurisdiction in Solano County, California. The aforementioned choice of venue is intended by the parties to be mandatory, and not

permissive, in nature.

U. Headlines

Headlines in this AGREEMENT are for convenience only.

S. Entire Agreement

This AGREEMENT contains the entire AGREEMENT of the parties as it relates to this subject matter and may be modified only by additional written provisions contained in a properly executed amendment or addendum to this Uniform Clinical Affiliation Agreement.

IN WITNESS THEREOF, the parties hereby execute this Agreement.

HOST AGENCY

NORTHBAY HEALTHCARE CORPORATION

BY: _____ DATE: _____
Name: Mary Dugbartey
Title: Director of Talent and Organizational Development

Reviewed by Legal: Sheniece Smith
By: Mary Dugbartey
Its: Director of Talent and Organizational Development

SCHOOL

Solano Community College

BY: _____ DATE: _____
Name: David Williams, Ph.D.
Title: Vice President, Academic Affairs

Clinical Training Affiliation Agreement
No Instructor

EXHIBIT A: SCHOOL PROGRAMS and LOCATIONS

This agreement shall include the following PROGRAMS:

SCC Nursing Program (Address: 4000 Suisun Valley Road, Fairfield, CA 94534)

SCC EMS Program (Address: 4000 Suisun Valley Road, Fairfield, CA 94534)

SCC Certified Nursing Assistant Program (Address: 545 Columbus Parkway Vallejo, CA 94591)

SCC Home Health Aide Program (Address: 545 Columbus Parkway Vallejo, CA 94591)

EXHIBIT B: TEACHER-LEARNER EXPECTATIONS

The SCHOOL holds in high regard professional behaviors and attitudes, including altruism, integrity, respect for others and a commitment to excellence. Effective learning is best fostered in an environment of mutual respect between teachers and learners. In the context of medical education, the term "teacher" is used broadly to include peers, resident physicians, full-time and volunteer faculty members, clinical preceptors, nurses, and ancillary support staff, as well as others from whom students learn.

GUIDING PRINCIPLES:

Duty: Medical educators have a duty to convey the knowledge and skills required for delivering the profession's standard of care and also to instill the values and attitudes required for preserving the medical profession's social contract with its patients.

Integrity: Learning environments that are conducive to conveying professional values must be based on integrity. Students and residents learn professionalism by observing and emulating role models who epitomize authentic professional values and attitudes.

Respect: Respect for every individual is fundamental to the ethic of medicine. Mutual respect is essential for nurturing that ethic. Teachers have a special obligation to ensure that students and residents are always treated respectfully.

RESPONSIBILITIES OF TEACHERS AND LEARNERS:

Teachers should:

- Treat students fairly and respectfully
- Maintain high professional standards in all interactions
- Be prepared and on time
- Provide relevant and timely information
- Provide explicit learning and behavioral expectations early in a course or clerkship
- Provide timely, focused, accurate and constructive feedback on a regular basis and thoughtful and timely evaluations at the end of a course or clerkship
- Display honesty, integrity and compassion

- Practice insightful (Socratic) questioning, which stimulates learning and self-discovery, and avoid overly aggressive questioning which may be perceived as harmful, humiliating, degrading or punitive
- Solicit feedback from students regarding their perception of their educational experiences
- Encourage students who experience mistreatment or who witness unprofessional behavior to report the facts immediately

Students should:

- Be courteous of teachers and fellow students
- Be prepared and on time
- Be active, enthusiastic, curious learners
- Demonstrate professional behavior in all settings
- Recognize that not all learning stems from formal and structured activities
- Recognize their responsibility to establish learning objectives and to participate as an active learner
- Demonstrate a commitment to life-long learning, a practice that is essential to the profession of medicine
- Recognize personal limitations and seek help as needed
- Display honesty, integrity and compassion
- Recognize the privileges and responsibilities coming from the opportunity to work with patients in clinical settings
- Recognize the duty to place patient welfare above their own
- Recognize and respect patients' rights to privacy
- Solicit feedback on their performance and recognize that criticism is not synonymous with "abuse"

Relationships between Teachers and Students

Students and teachers should recognize the special nature of the teacher-learner relationship which is
 Clinical Training Affiliation Agreement
 No Instructor

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in part defined by professional role modeling, mentorship, and supervision.

Because of the special nature of this relationship, students and teachers should strive to develop their relationship to one characterized by mutual trust, acceptance and confidence. They should both recognize the potential for conflict of interest and respect appropriate boundaries.

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

TO: Members of the Governing Board

**SUBJECT: ADVANCE MANUFACTURING MAKER SPACE DELL
MOBILE PRECISION WORKSTATION COMPUTERS**

REQUESTED ACTION:

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

SUMMARY:

The Advanced Manufacturing (Maker Space) department is requesting laptop computers to replace old and outdated computers from 2017 that no longer are supported by the IT department. The old computers are not supported, are outdated, and have batteries that no longer work. The new laptops are to properly support Advanced manufacturing and Drafting classes/students. The computers must be updated to keep the lab up to date and relevant for students and industry standards.

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: *Board Policy:* *Fiscal Impact: Estimated \$68,583.25*

SUPERINTENDENT'S RECOMMENDATION:

☒ APPROVAL ☐ DISAPPROVAL
☐ NOT REQUIRED ☐ TABLE

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

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 864-7117

TELEPHONE NUMBER

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

VICE PRESIDENT APPROVAL

February 4, 2025

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

KELLIE SIMS BUTLER, Ph.D.
Superintendent-President

February 19, 2025

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**



SALES QUOTATION

Quote No. Q-00656992
Ref. No. Dell MakerSpace program 5490

Date 1/29/2025
Exp. Date 2/25/2025

Sterling Account Manager

Joey Awtry
303 Centennial Dr
North Sioux City, SD 57049
P: (605) 242-4070
F: (605) 242-4000
joey.awtry@sterling.com

Customer Information

Solano Community College
Galen Tom
4000 Suisun Valley Road, Bldg 100
Fairfield, CA 94534
P: (707) 864-7000 x4627
galen.tom@solano.edu

Terms	FOB	Contract	Estimated Lead Time
Net 30	Destination	NASPO CA MA# 23026 PA# 7-23-70-55-01 C000001140006	30 Business Days ARO

Line No.	QTY	Part Number	Description	Unit Price	Extension
1	25	210-BLMD	Dell Mobile Precision Workstation 5490	\$2,527.64	\$63,191.00
2	25	379-BFQW	Intel Core Ultra 7 165H vPro Enterprise (24 MB cache, 16 cores, 22 threads, up to 5.0 GHz, 45W)	\$0.00	\$0.00
3	25	619-ARSB	Windows 11 Pro, English, Brazilian Portuguese PT-BR, French, Spanish	\$0.00	\$0.00
4	25	329-BJZX	Intel Core Ultra 7 165H Processor with vPro, 32GB, RTX 2000 Ada	\$0.00	\$0.00
5	25	389-FHCW	Intel vPro Management Disabled	\$0.00	\$0.00
6	25	658-BCSB	Activate Your Microsoft 365 For A 30 Day Trial	\$0.00	\$0.00
7	25	370-BBTY	32 GB: LPDDR5x, 7467 MT/s, dual-channel (onboard)	\$0.00	\$0.00
8	25	490-BJZK	Nvidia RTX 2000 Ada Generation, 8 GB GDDR6	\$0.00	\$0.00
9	25	391-BHXS	14" FHD+ Non-touch, 1920 x 1200, 60Hz, 500 nits, WLED, 100% sRGB, Low Blue Light, IR Camera and Mic	\$0.00	\$0.00
10	25	319-BBIR	HD/IR Camera, ExpressSign-In, No Camera Shutter, Mic	\$0.00	\$0.00
11	25	400-BQYM	512GB, M.2 2280, Gen4 PCIe NVMe, SSD, Class 40	\$0.00	\$0.00
12	25	583-BKYC	US English Backlight Keyboard with fingerprint reader & AI hotkey	\$0.00	\$0.00
13	25	354-BBJW	Bottom cover with uSD, no smart card, no USH, no NFC	\$0.00	\$0.00
14	25	555-BKJW	Intel(R) Wi-Fi 7 BE200, 2x2, 802.11be, MU-MIMO, Bluetooth(R) wireless card	\$0.00	\$0.00
15	25	451-BCXM	72WHR, 4Cell, BYD Battery	\$0.00	\$0.00
16	25	492-BDGR	130W E5 Type C Power Adapter (V3)	\$0.00	\$0.00
17	25	387-BBLW	ENERGY STAR Qualified	\$0.00	\$0.00
18	25	379-BDZB	EPEAT 2018 Registered (Gold)	\$0.00	\$0.00
19	25	537-BBDK	E5 Power Cord 1M for US	\$0.00	\$0.00
20	25	340-AGIK	SERI Guide (ENG/FR/Multi)	\$0.00	\$0.00

21	25	555-BKXT	Intel BE200 WLAN Driver	\$0.00	\$0.00
22	25	340-DMSW	Packaging for NVIDIA Graphics + 130W Adapter with US Power Cord	\$0.00	\$0.00
23	25	817-BBBB	Custom Configuration	\$0.00	\$0.00
24	25	340-DMVM	Intel CPU label for MTL EVO	\$0.00	\$0.00
25	25	658-BFPP	Dell Additional Software	\$0.00	\$0.00
26	25	340-DMVQ	Quick Setup Guide-Mobile Precision 5490	\$0.00	\$0.00
27	25	389-BEYY	Regulatory Label included	\$0.00	\$0.00
28	25	804-9773	Dell Limited Hardware Warranty Plus Service	\$0.00	\$0.00
29	25	804-9774	Onsite/In-Home Service After Remote Diagnosis 1 Year	\$0.00	\$0.00
30	25	409-BCYG	Intel Rapid Storage Technology Driver	\$0.00	\$0.00
31	25	800-BBGS	BTO Standard Shipment (M)	\$0.00	\$0.00
32	25	CA Waste Fee	CA Waste Fees	\$4.00	\$100.00

Sales Tax	\$	5,292.25
TOTAL	\$	63,291.00
TOTAL W/TAX	\$	68,583.25

Quotation Comments

Contract #: C000001140006

Ask your Sterling Account Manager about our Complete Ship Services: An efficient, convenient, and secure way to receive your order.

Terms and Conditions

All products and services sold, licensed, resold, distributed, and provided (as applicable) by Sterling are subject to Sterling's Return Guidelines (located at <https://sterling.com/contact/return-information/>) and the terms and conditions (if any) imposed by the applicable Sterling Partner (the original manufacturer, seller, licensor, or provider).

CAGE: 06AP0 | DUNS: 938836541 | UEID: YZTLALWM4UC7

AGENDA ITEM 13.(t)
MEETING DATE February 19, 2025

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

TO: Members of the Governing Board

SUBJECT: RESOLUTION NO. 24/25-12 HONORING THE 2025 LUNAR NEW YEAR

REQUESTED ACTION:

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

SUMMARY:

Board approval of Resolution No. 24/25-12 honoring the 2025 Lunar New Year.

STUDENT SUCCESS IMPACT:

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

<i>Ed. Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact:</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

February 7, 2025
**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

Kellie Sims Butler, Ph.D.
Superintendent-President

February 19, 2025
**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD
RESOLUTION HONORING THE 2025 LUNAR NEW YEAR
AT SOLANO COMMUNITY COLLEGE
RESOLUTION NO. 24/25-12

WHEREAS, January 29, 2025, is the start of the Lunar New Year, which is celebrated in many Asian communities internationally, including in the United States and in California;

WHEREAS, California is home to nearly 6 million Asian and Pacific Islander Americans of Bangladeshi, Cambodian, Chinese, Filipino, Hmong, Indian, Indonesian, Iu-Mien, Japanese, Korean, Laotian, Malaysian, Pakistani, Sri Lankan, Taiwanese, and Vietnamese descent;

WHEREAS, Asian and Pacific Islander Americans comprise nearly 16% of our state's population and have greatly contributed to the social, cultural, civic, economic, and academic success of California;

WHEREAS, Lunar New Year is predominantly celebrated by the 2,500,000 Chinese, Korean, Vietnamese, and Iu-Mien residents of California;

WHEREAS, Lunar New Year traditions include celebrating with families, handing out red envelopes which are symbols of good luck and prosperity, and ending on the 15th day of the lunar year with the celebration of the Lantern Festival;

WHEREAS, the 2025 Lunar Year is the Year of the Wood Snake, symbolizing good luck, new opportunities for growth, and regeneration;

WHEREAS, the diverse Lunar New Year celebrations take place in communities throughout California highlighting the state's rich Asian and Pacific Islander's cultural and religious history;

WHEREAS, student leaders through the college's Asian American/Native Hawaiian/Pacific Islander (AANHPI) Student Achievement Program have created and led vibrant campus-wide Lunar New Year celebrations that educate, inform, and honor our diverse AANHPI communities, establishing what promises to become a cherished annual tradition at Solano Community College;

NOW, THEREFORE, BE IT RESOLVED, that the Solano Community College District Governing Board does hereby adopt this resolution to recognize January 29, 2025 as the beginning of the Lunar New Year and extends best wishes for a peaceful and prosperous Lunar New Year to all.

PASSED AND ADOPTED, This 19th day of January 2025, by the Governing Board of the Solano Community College District.

DENIS HONEYCHURCH, J.D., BOARD PRESIDENT

KELLIE SIMS BUTLER, PH.D., SECRETARY

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

TO: Members of the Governing Board

**SUBJECT: APPROVAL OF STATEMENT OF WORK (SOW) WITH
FORSYTE IT SOLUTIONS**

REQUESTED ACTION:

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

SUMMARY: The agenda item seeks Board approval for the proposed Statement of Work (SOW) with Forsyte IT Solutions, to conduct a comprehensive assessment of the College's Microsoft 365 infrastructure, with a focus on security baselining and optimization. The assessment will provide analysis and recommendations on various security policies and mechanisms including Self Service Password Reset, Conditional Access, Multi-factor authentication (MFA), Microsoft Defender technologies, Data Loss Prevention and Governance, single sign-on, and device policy management.

This assessment is essential for aligning the College's IT infrastructure with modern security standards and operational best practices while preparing for future technology needs. By leveraging Systemwide Technology and Data Security Grant funding, the project will provide actionable recommendations and roadmaps to prioritize security upgrades, optimize available technology resources, implement a robust MFA plan, and more effectively secure district devices and services both on-campus and remotely, reinforcing the College's commitment to security and operational excellence.

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: \$869,372</i>
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SUPERINTENDENTS RECOMMENDATION:

☒ **APPROVAL** ☐ **DISAPPROVAL**
☐ **NOT REQUIRED** ☐ **TABLE**

Jon Cornelison
Vice President, Technology Services

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

ADDRESS

707 864-7000

TELEPHONE NUMBER

Jon Cornelison
Vice President, Technology Services

VICE PRESIDENT APPROVAL

February 6, 2025

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

Kellie Sims Butler, Ph.D.
Superintendent-President

February 19, 2025

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

Microsoft A5 Security and Compliance Assessment and Deployment

Statement of Work Version 2.0 1/30/2025

Solution for:
Solano Community College
Justin Howell
Director, Technology Services and Support
4000 Suisun Valley Road
Fairfield, CA 94534

Presented By:
Forsyte IT Solutions
6903 Park Avenue
Richmond, VA 23226
Tel: (804) 301-7550
Website: www.forsyteit.com

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Cover Letter

January 30, 2025

Solano Community College
Justin Howell
Director, Technology Services and Support
4000 Suisun Valley Road
Fairfield, CA 94534

Dear Justin:

On behalf of Forsyte IT Solutions (Forsyte), I would like to present the enclosed Statement of Work (SOW) for the professional services to assess, plan, and execute the deployment of Microsoft A5 Security and Compliance in partnership with Solano Community College (SCC). We are very excited about the possibility of working with you and your team on this important project.

Forsyte is a leading Microsoft consulting and system integration firm. Our goal is to help organizations transform their IT environments, ensuring they are resilient, scalable, and secure. We continuously strive to consume and utilize leading edge technology that best serves our clients today and in the future. Our extensive experience working with Colleges and Universities coupled with our knowledge of the entire Microsoft technology stack, allows our team to quickly and cost effectively turn IT problems into powerful solutions. Throughout every engagement, we work with our clients as a partner to ensure that the products and services we provide are customized to meet your unique needs and aligned to the strategic priorities of your organization. Forsyte's hands-on approach ensures that every client and every engagement receive the highest level of customer service and individual attention they deserve.

If you have any questions or require additional information, please contact me at 904-275-4475. We look forward to hearing from you.

Sincerely,



Stefanie Dunn
Sales Director

Introduction

This Statement of Work ("SOW") is entered into by and between the Forsyte IT Solutions ("Forsyte IT Solutions") and Solano Community College ("SCC") in support of Microsoft A5 Security and Compliance - Assessment and Deployment ("Services") to be provided by Forsyte IT Solutions.

The purpose of this SOW is to document the services to be delivered, the price of the requested services to be delivered as well as the responsibilities of the various parties responsible for their delivery.

Upon acceptance of this SOW by Forsyte IT Solutions and SCC any changes or modifications to the SOW must be submitted via a written Change Request. All approved changes will become attachments to this document, which will then form the new baseline upon which future changes will be measured.

Vendor Methodology

Having performed similar projects for a variety of organizations big and small, Forsyte's seasoned project managers and engineers have developed and refined a proven methodology and set of related tools to efficiently and effectively implement advanced Microsoft solutions. By leveraging best practices from our experience while incorporating your unique needs, we can successfully mitigate risk and ensure factors critical to success are in place.

Project Management & Planning

Forsyte utilizes a project management framework that can be used on projects of any size, type, complexity, and industry to enhance the ability to complete projects on time, within scope, and that meet the objectives desired by the client while managing the changes that inevitably occur in any project.

Project Kickoff

The purpose of this activity is to identify the project team members, and facilitate an understanding of the project objectives, roles and responsibilities within the scope of the Services covered by this SOW. Forsyte IT Solutions will conduct a kickoff meeting to:

- Identify parties and members involved in the project.
- Establish roles, expectations, and communication strategy.
- Establish protocol for documenting and approving Change Orders.
- Review and validate high level project objectives and scope.

Project Schedule

Forsyte will work with the SCC team to develop an initial schedule for the project. We will utilize a template that includes major tasks and milestones with due dates and assigned responsibility. We will work with SCC during this step to finalize a project plan that is deemed appropriate and meets SCC's overall priorities and will provide updated versions as needed during the project.

Project Management

Continuous communication and feedback are the keys to a successful project. In this way, problems can either be avoided entirely or addressed early on to minimize wasted effort and keep the project on schedule. We will work closely with SCC to provide regular project status updates. At a minimum, these updates will allow a regular opportunity to:

- Report on the status of the project plan and timeline.
- Re-schedule tasks as necessary and update the project plan.
- Discuss and address open issues.

Based on our experience with similar projects, we anticipate our updates to the SCC project manager to be scheduled in advance, last up to 30 minutes each (as needed) and continue through the duration of the project.

Change Management

Forsyte understands that scope changes can occur during a project. To manage scope, changes we follow a process whereby the Forsyte's delivery team will work with SCC to identify tasks that constitute a change to the original scope of work. Forsyte will draft a Change Order Form with all the applicable details of the requested change. Forsyte's project manager will review the impact this change will have on the project (delivery date, milestone status, and impact on budget) with SCC. If SCC accepts the change order, SCC will sign it and Forsyte will incorporate the change into the project scope.

In Scope

SCC is currently licensed for the Microsoft 365 A5. SCC is seeking the guidance and support of a technology consulting and managed security services partner to review and assess the current state of SCC's M365 Security and Compliance technology and then use the information gathered to make recommendations for configuration changes that will enhance SCC's security posture as well as assist SCC with the deployment of a prescribed scope of Security and Compliance workloads. Note: SCC is currently using stock Windows Defender for endpoints and Sophos for Servers. Servers are monitored currently by OculusIT using a Wazuh SIEM. Ellucian is used to support SSO. MFA has been deployed to a limited set of users with the goal of rolling our MFA to all employees by the Fall in conjunction with the Microsoft Authenticator App. SCC utilizes Config Manager to manage workstations, however, servers are currently managed manually. Workstations are hybrid joined. Microsoft A5 security

licenses were implemented at the time of the CCCCCO Phase I and II initiatives in 2023 but are not currently utilized. SCC would like to prioritize the deployment of Self-Service Password Reset (SSPR) and MFA as the first tasks for this project. The remaining deployment tasks will be phased in over time. Specially, this project will include the following tasks:

Milestone I – Project Kickoff and Planning

- Conduct a remote project kickoff call:
 - Project team introductions.
 - Discuss project scope and timing.
 - Review list of prerequisites.
 - Discuss remote connectivity requirements.
 - Review and discuss required credentials.
 - Forsyte Engineers will need access to SCC's environment to perform tasks associated with this SOW.
 - Upon signature of the SOW, Forsyte will reach out to SCC to specify credentials required.

Milestone II – Current State Assessment and Envisioning

Forsyte will access SCC's M365 tenant to conduct an independent technical assessment of the environment and will hold a series of remote discovery sessions with key SCC stakeholders to discuss the use and configuration of the existing M365 A5 Security and Compliance solutions. Forsyte will gather information from SCC, facilitate discussions around current and anticipated security requirements, and debate the merits of the various configuration and deployment options. Our hands-on approach will examine, digest, and distill your input and will allow us to provide go-forward configuration and deployment recommendations. With the information gathered, Forsyte will make recommendations for configuration changes that will enhance SCC's security posture as well as assist SCC with a deployment of M365 A5 Security and Compliance workloads as described below.

High priority areas of focus:

- Review use and configuration of MFA with Conditional Access.
 - Configuration of trusted locations.
 - Policies, enabling versus enforcing, testing.
- Review current Self-Service Password Reset (SSPR) process and discuss configuration and deployment process for Microsoft SSPR.
- Document high-level deployment plan for MFA and SSPR.
- Provide recommendations to SCC for review and approval.

Remaining areas to be reviewed as part of the assessment process:

- Review use of Basic Authentication.
 - Audit current usage of basic authentication.
 - Configure policies via Conditional Access.
- Review use and configuration of SPF, DMARC, and DKIM.
- Review configuration and setting of Exchange Online Protection.
- Review use and configuration of Azure SSPR and password write-back to Active Directory.
 - Configuration of Azure AD Connect for password writeback.
- Review use and configuration of Defender for O365.
 - Anti-phishing policies.
 - Anti-spam policies.
 - Anti-malware policies.
 - Safe Attachments policies.
 - Protection of content in OneDrive, SharePoint, and Teams.
 - Safe Links policies.
 - Protection of content in OneDrive, SharePoint, and Teams.
- Review use and configuration of Defender for Identity.
 - Deployment of sensors to domain controllers.
 - Configuration of standard exclusions.
 - Tagging of sensitive users & groups.
 - Configuration of automated reporting.
- Review use and configuration of Defender for Endpoint and Server.
 - Device Types and the Onboarding Process.
 - Automated Investigation & Response.
 - Role-based access controls.
 - Integration with other Microsoft Security Products.
- Review use and configuration of Defender for Cloud Apps.
 - Cloud Discovery.
 - Built-in security policies.
 - Integration with other Microsoft security products.
- Review use and configuration of Azure AD Identity Protection.
 - User and Sign-in risk policies.
 - User investigation.
- Review use and configuration of Privileged Identity Management (Cloud and On prem)
 - Configuration of role eligibility and activation process.
- Review current use, configuration, the following M365 Compliance workloads:
 - Data Classification.
 - Managing Sensitive Data.
 - Data Loss Prevention.
 - Endpoint DLP.
 - Governance and Communications Compliance.
 - eDiscovery and Data Retention.
- Document list of A5 services and configurations to be modified or deployed.
- Provide recommendations to SCC for review.

Milestone III – Deployment Assistance with A5 Security Workloads

High priority areas of focus:

- Microsoft Azure Multi-factor Authentication (MFA) with Conditional Access.
 - Configure Conditional Access Policies (up to 3).
 - Configure MFA settings for selected authentication methods.
 - Test MFA with a pilot group of users (up to 10 users).
- Microsoft Self-Service Password Reset (SSPR).
 - Configure SSPR writeback as needed.
 - Test SSPR with a pilot group of users (up to 10 users).

Remaining areas to be addressed as part of the deployment process:

- Microsoft Entra ID SSO for up to 5 applications.
 - Migrate claims rules as needed.
 - Migrated attribute transformations as needed.
 - Perform SSO application configuration as needed.
 - SCC (with support of Forsyte as needed) to coordinate with external vendors or internal application owners to implement any required application specific configuration changes.
- Microsoft Defender for Office 365.
 - Up to 3 policies each for each category of safe links and safe attachments.
- Microsoft Defender for Identity.
 - Forsyte will assist with the deployment of up to 5 sensors, SCC will be responsible for deploying to the remaining Domain Controllers.
- Azure AD Identity Protection.
- Microsoft Defender for Cloud Apps.
 - Up to 5 custom activity or file policies.
- Microsoft Defender for Endpoint.
 - Forsyte will assist with the configuration of the applicable onboarding methods of up to 20 devices. SCC will be responsible for onboarding remaining endpoint devices.
- Microsoft Defender for Server.
 - Assistance with onboarding servers. This includes:
 - Manual onboarding of up to 5 servers.
 - Additional guidance to configure and deploy options for onboarding servers at scale (GPO, PowerShell, ConfigMgr, etc.).
 - SCC will be responsible for onboarding remaining servers.

Milestone IV – Deployment Assistance with Compliance Workloads

- Deploy Teams Governance:
 - Discuss and develop Teams Naming Policies.
 - Discuss and develop Teams Classification Policies.
 - Discuss and develop Teams Creation Authorization Policies.
 - Discuss Guest Access.
 - Discuss and develop Teams Lifecycle Policies.
 - Group and team expiration, retention, and archiving.
 - Group and team membership management.
 - Discuss and develop Teams Access Reviews.
 - Discuss and develop Teams Meeting and Messaging Policies.
- Configure Data Loss Prevention (DLP):
 - Set appropriate permissions.
 - Configure up to 3 DLP policies and/or transport rules to detect types of sensitive information.
 - Onboard devices into the Compliance Center.
 - Set up a DLP policy for Endpoint DLP.
 - Deploy policies in test mode.
 - Move the 2 policies to production after testing.
- Configure Information Protection:
 - Turn on sensitivity labels for SharePoint and OneDrive.
 - Enable sensitivity labels for groups and sites.
 - Create a label without encryption for testing.
 - Create a label with encryption for testing.
 - Publish the testing labels.
 - Move labels to production after testing.
 - Create 2 additional labels after testing is complete based on SCC's needs.
- Configure Information Governance:
 - Discuss and develop retention policies for Exchange, SharePoint, OneDrive, and Teams.
 - Discuss and develop retention labels for documents and email.
 - Test retention labels and retention policies.
 - Move retention labels and policies to production after testing.
- Discuss eDiscovery:
 - Discuss Core eDiscovery and its features.
 - Test Core eDiscovery.
 - Discuss Advanced eDiscovery and its features.
 - Test Advanced eDiscovery.
- Configure Communication Compliance:
 - Create 2 communications compliance policies for testing.
 - These policies will detect inappropriate content (racism, threats, etc.)
 - Test compliance policies.
 - Move the 2 policies to production after testing.

Milestone V – Configure and Test Cloud Management Gateway (CMG)

- Deploy CMG Azure AD Application.
- Integrate SCCM with Azure AD.
- Sync Content from Azure AD
- Deploy CMG to Azure.
- Connect CMG to Management Points.
- Test deployments over CMG.

Milestone VI – Intune Deployment and SCCM Configuration Assistance

- Configure Hybrid Azure AD join (if needed).
- Configure up to 3 Windows 10/11 application distribution policies.
- Configure up to 3 Windows 10/11 update policies.
- Configure device enrollment restriction policies.
- Configure up to 3 Windows 10/11 configuration policies.
- Configure up to 1 Autopilot policy.
- Configure BitLocker full disk encryption.
- Configure Endpoint Privilege Management rules.
- Configure up to 3 Endpoint Privilege Management policies.
- Configure SCCM to support co-management of Intune enrolled devices.
- Assist with the deployment of SCCM software updates.
- Assist with troubleshooting WSUS as needed.

Milestone VII – Project Closure and Acceptance

At the end of the project, Forsyte will conduct a final review of the milestones completed. During this meeting, Forsyte will review the outcomes for this project, ensure that all tasks have been completed, and will provide SCC a final project acceptance document for SCC's review and sign off.

Pricing

This offer is extended to SCC until March 1, 2025 at close of business (5:00 PM Eastern Time).

Total Fixed Fee Project Price	Total Price
Milestones I through VII	\$69,372.00

Pricing & Payment Assumptions:

- Invoice will be sent upon receipt of the PO.
- If SCC would like SSO configuration assistance with additional applications beyond the five included in this SOW, the price would be \$500/application.
- Forsyte engineers will perform technical tasks directly in SCC's environment. Forsyte will provide a review of the work performed for validation and knowledge transfer purposes.
- To keep costs down, the work on this project engagement will be delivered remotely.
- Intune Endpoint Privilege Management (EPM) is available as an Intune add-on and requires a valid subscription/license.

Out of Scope

- "Over the shoulder" delivery of technical services.

Any activity not mentioned explicitly "In scope" section is Out of Scope. Any additional requirements will be treated as a change request and will follow the standard change request process and will be estimated accordingly.

Customer Association (CPOR and PAL)

As part of Forsyte's relationship and status as a Microsoft Certified Partner, Microsoft requires Forsyte to associate customers with our partner account. For Microsoft 365 related projects, the process is known as the Claiming Partner of Record (CPOR). For Azure related projects, the process is known as Partner Admin Link (PAL). CPOR and PAL provide Microsoft with the ability to better measure a partner's impact in driving successful client outcomes. Microsoft uses information provided through the association to calculate a partner's influence on the utilization of your Microsoft subscription and/or Azure consumption. To complete the CPOR association, we need SCC's O365 Domain Name and Tenant ID. To complete the PAL association, SCC will need to link Forsyte's partner ID to your active Azure Subscription. SCC will facilitate the relevant association as part of the execution of this project. SCC acknowledges that as part of the CPOR/PAL association, Forsyte may receive monetary fees, commission, or compensation from Microsoft in connection with the services provided to SCC.

Assumptions

- If the project includes onsite time and travel is required beyond what has been included in the price of the project, the price associated with consultant travel, lodging, and other project related expenses will be invoiced on an actual cost basis.
- Equipment staging and deployment will occur at the customer's facility or remotely.
- SCC will provide physical and remote access to equipment as necessary to perform functions/tasks pertinent to this project.
- SCC will provide resources and information to perform tasks pertinent to this project.
- Unless otherwise defined in this statement of work – all work will be performed during business hours.

SCC's Responsibilities

- Assign a single Point of Contact who is:
 - Responsible for the overall project.
 - Authorized to make decisions relative to the project, including identification and assignment of SCC resources.
 - Available to Forsyte throughout the delivery of the Services.
 - Authorized to sign acceptance forms, approve consultant hours, and approve project changes.
 - Will coordinate meeting schedules.
- All Project requests and changes must be communicated and negotiated through a signed Change Order.
- Provide User ID and passwords to Forsyte for all existing systems that need to be configured as part of this project.
- Assign personnel as appropriate to work with Forsyte for the duration of the project. Delays in providing adequate staffing may lead to a Change Order and result in additional cost and/or delay in completion of the Services.
- Provide accurate, complete, and timely information, business and technical data or documentation as requested by Forsyte to perform the Services.
- If Forsyte's performance under this SOW depends upon services, hardware or software being supplied by third parties, SCC is responsible for obtaining all such third-party hardware, software, and consulting services. SCC is also responsible for any third-party product service charges and/or fees.

Forsyte IT Solutions Responsibilities

- Review and administer a Project Change Control Procedure with SCC Point of Contact, as defined in this SOW.
- Forsyte will assign a Project Manager to manage resources for this engagement.
- Review the SOW, and any associated documents, with SCC Point of Contact.
- Coordinate and manage the technical activities of Forsyte's personnel.
- Provide Project oversight for performance of this SOW.
- Help resolve deviations from the project schedule with SCC Point of Contact.
- Manage and support services stated under this SOW.

By signing below, each party indicates their respective agreement with the scope and associated terms set forth in this SOW and agrees to the Terms and Conditions in the Services and Solutions Agreement attached hereto, and Solano Community College authorizes Forsyte IT Solutions to proceed with all necessary actions to commence this project/engagement including procurement of the Products, Services, and resources described herein. Each party warrants and represents that its respective representative whose signature appears below is authorized to execute and deliver this SOW/Agreement.

Customer:

Solano Community College

Authorized Signature

Printed Name

Title

Date

Forsyte IT Solutions:

FORSYTE IT SOLUTIONS, LLC

Authorized Signature

Printed Name

Title

Date

Terms and Conditions

1. **Agreement.** This Services and Solutions Agreement ("Agreement") is made by and between Forsyte IT Solutions, LLC ("Forsyte IT Solutions") and the Customer signing the SOW/Agreement page above and is effective as of the date of execution by Forsyte IT Solutions. Unless context indicates otherwise, references to "we" "us" and "our" mean Forsyte IT Solutions, LLC, and references to "you", "your" and "Customer" mean the entity signing as Customer on the attached SOW. This Agreement, together with any Special Terms and Conditions to which you and Forsyte IT Solutions agree, establishes the relationship between the parties hereto so that you may, at your option, engage us to provide the services described in the accompanying SOW ("Services") to you. Services provided hereunder by us will be governed by the terms and conditions of this Agreement. Special Terms and Conditions, if any, will be executed by both parties and attached as Exhibit A to this Agreement.
2. **The Services.**
 - a. We will perform the Services pursuant to the accompanying and any subsequently agreed upon Statement of Work (SOW).
 - b. Statements of Work must be signed by your authorized representative and the authorized representative of Forsyte IT Solutions. We will not begin performing Services until we have a mutually-agreed to and signed Statement of Work.
 - c. The Services will be performed diligently, in accordance with industry standards, and in compliance with the specifications of the Statement of Work.
 - d. If, at any time, you require a replacement of an individual performing the Services for you, we will replace that individual with an individual of like skills and experience at no additional charge to you.
 - e. All Services will be deemed as being performed satisfactorily unless you promptly and specifically notify us otherwise.
 - f. Acceptance Criteria, if any, for the Services will be set forth in the Statement of Work.
3. **Changes in Scope of the Services.**
 - a. If at any time during the performance of the Services you wish Forsyte IT Solutions to perform any Services in addition to those described in the Statement of Work, the parties will agree on a Change Order (to modify an existing SOW) or a new SOW for any new Services. Change Orders and new SOW's, as applicable, will describe the additional or different Services to be performed, the period of performance, additional fees (if applicable) and such other terms as you and Forsyte IT Solutions mutually agree.
 - b. Change Orders must be signed by the authorized representatives of both parties, and will be attached and become a part of the Statement of Work to which the Change Order pertains. New SOW's must also be signed by the authorized representatives of both parties, and will be attached to and become a part of this Agreement.
4. **Use of Subcontractors.**

- a. We may use independent contractors or subcontractors to perform the Services or some part of the Services. We will be fully responsible for the acts and omissions of our independent contractors or subcontractors performing the Services – or any part of the Services on our behalf, to the same extent as we would be responsible if we, Forsyte IT Solutions, performed those Services. All third party contractors that we engage on your behalf will be required to maintain the same level of confidentiality of your information as we do.

5. Payment Terms.

- a. You will pay Forsyte IT Solutions in accordance with the Pricing terms stated in the Statement of Work.
- b. Unless otherwise stated in the Statement of Work, you will pay Forsyte IT Solutions no later than thirty (30) days from your receipt of a Forsyte IT Solutions invoice.
- c. Unless you and Forsyte IT Solutions have agreed otherwise in a Statement of Work, we will invoice you at least monthly. Invoices may be provided and delivered electronically
- d. If you do not dispute an invoice within fifteen (15) days after receipt, that invoice will be deemed accepted and payable by you. Upon notice of a dispute, the parties will cooperatively and diligently work to resolve the matter as soon as practicable.
- e. We reserve the right to suspend Services for non-payment. For purposes of this section, “non-payment” means your failure to pay all undisputed invoices when due. If that situation occurs, we will serve you with a Notice to Suspend Services for Non-Payment and reference the applicable invoice. If you do not pay Forsyte IT Solutions within ten (10) days from your receipt of that notice, we reserve the right to immediately suspend the Services without further notice to you until the applicable invoice is paid in full.
- f. Unless otherwise stated in the Statement of Work, we may increase the hourly, daily, weekly, monthly or per-incident rates charged annually upon at least 60 days prior written notice to you. The increase will be the lesser of five percent (5%) of the current rate charged or the annual percentage increase in the United States Department of Labor’s Bureau of Labor Statistics Consumer Price Index (“Index”)¹. Any price increase will be determined by comparing the referenced Index as published on the date that we deliver to you a proposed increase in rates to the Index published 12 months immediately prior to that date. Unless the parties mutually agree to the contrary, we will not increase your rates more than once in any 12-month period.

6. Expenses.

- a. Forsyte IT Solutions will be responsible for its own expenses in the performance of an engagement unless the Statement of Work states that we will be reimbursed, and at what rate or basis, for certain expenses.
- b. Any reimbursable expenses will be pre-approved by you in accordance with the Statement of Work or your reasonable expense reimbursement policies if they are provided to us as

¹ All US Cities average CPI for urban wage earners and clerical workers (CPI-W)

set forth herein. If you have reimbursable expense guidelines (such as for airline travel, ground transportation, hotel accommodations, etc.), you must attach those guidelines to this Agreement and they will become a part of this Agreement. Changes to your reimbursable expense guidelines must be provided to us, in writing, and will not be considered effective for at least thirty (30) days following receipt.

7. Purchase Orders.

- a. You must issue Forsyte IT Solutions a Purchase Order for all Products and Services requested, which must be signed, or issued to us, by your authorized representative.
- b. We will promptly notify you of our acceptance, rejection or proposed modification of your Purchase Order.
- c. Forsyte IT Solutions may accept or reject your Purchase Order in Forsyte IT Solutions' sole discretion.

8. Confidential Information.

- a. Each party acknowledges that it will have access to certain Confidential Information (as defined below) of the other party and agrees that it will not (i) use for its own account or the account of any third party (except as required by law) any of the other party's Confidential Information or (ii) disclose such Confidential Information to any third party, except to its own employees and contractors on a need-to-know basis (and who are themselves bound by non-disclosure obligations at least as strict as the obligations contained herein) and use at least the same degree of care to maintain confidentiality of such Confidential Information as its uses to protect its own non-public information, but in every event at least reasonable care.
- b. "Confidential Information" refers to: the terms and conditions of this Agreement, each party's trade secrets, business plans, personnel, products and services, customers, finances, business data and processes, strategies, methods and/or practices and any other information relating to either party which is not generally known to the public. To be considered as Confidential Information, such information shall be marked as "Confidential" or "Proprietary" or by other marks or indications as are appropriate to the media on which the Confidential Information is disclosed or, if not marked, be of such nature that a reasonable person would consider such information to be confidential and proprietary to the disclosing party.
- c. Upon termination of this Agreement, the parties shall immediately return or destroy all Confidential Information of the other party, although the obligations of confidentiality hereunder shall survive termination of this Agreement.
- d. The Confidentiality duties and obligations herein shall survive the expiration or termination of this Agreement.
- e. If we have previously agreed to and signed Mutual Non-Disclosure and Confidentiality Agreement or other agreement (however it is named) designed to protect the Confidential Information of both parties, then that agreement will supersede this Section 8.

9. Intellectual Property.

- a. You will own all items specifically created by us for you ("Original Works").
- b. Forsyte IT Solutions will, however, retain all right, title and interest in and to any inventions, discoveries, tools or improvements which we create or develop in connection with our performance of the Services or creation of the Original Works which arise out of or from use of our proprietary, licensed, trademarked or otherwise protected software, tools, programs, or other intellectual property.
- c. The proprietary or intellectual property of any third party, the respective intellectual property rights of the parties, including the third party, will be described in the Statement of Work or attached to the Statement of Work.
- d. If any Forsyte IT Solutions intellectual property is imbedded in any item provided by us to you ("Deliverable"), to protect and preserve your right to use that Deliverable, we grant you a non-exclusive, world-wide, paid up, license to use that intellectual property for your internal use only, subject to full payment of all amounts due hereunder.

10. Infringement.

- a. We have all the necessary licenses or rights to perform the Services or deliver the Deliverables and we will indemnify you in connection with any claim that the Services or Deliverables – or any part thereof – infringe upon the proprietary or intellectual property rights of others.
- b. Our duty to indemnify you does not extend to any infringement claim based on your unauthorized or non-permitted combination, operation, or use of the Services or any Deliverable with any other software, hardware, or work product if that non-permitted combination, operation or use is the cause of the infringement and the cause of that infringement and the infringement claim would have been avoided in the absence of such combination, operation or use.
- c. If any third-party software or hardware is provided to you in connection with the Services or as part of the Services (whether or not provided by Forsyte IT Solutions), that hardware or software is sold subject to an End User License Agreement ("EULA") or other use agreement which is between you and the software publisher or hardware manufacturer (collectively, "OEM") and is not between you and Forsyte IT Solutions. Our duty to indemnify you does not extend to any infringement claim based on your violation of any OEM EULA or other use agreement governing your use of any software or hardware. We are contractually prohibited from modifying an OEM EULA or use agreement in any way.

11. Forsyte IT Solutions Warranties.

Upon payment of all amounts due hereunder:

- a. Forsyte IT Solutions warrants to you that we are duly-authorized and shall at all times during the Term hereof maintain the necessary licenses to provide the Services to you;
- b. If any Products are delivered to you in connection with the Services, those Products will be provided to you free of any liens and encumbrances;

- c. All Products sold to you in connection with the Services will be new and not re-manufactured unless otherwise agreed to by you or Products are specially configured for you pursuant to your written instructions to Forsyte IT Solutions;
- d. All Product documentation will be provided (or a link supplied) to you together with the Products if the manufacturer or publisher provides that documentation with the Products. We will not remove or separate any documentation from the Products;
- e. You understand that Forsyte IT Solutions is a value-added reseller of Products. Forsyte IT Solutions does not manufacture Products but obtains Products from manufacturers, publishers and distributors ("Suppliers") in their original "as is" condition. Products are not warranted by Forsyte IT Solutions. Such Products carry the warranty, if any, provided by the Supplier.
- f. YOU UNDERSTAND THAT FORSYTE IT SOLUTIONS IS CONTRACTUALLY PROHIBITED FROM MAKING ANY REPRESENTATIONS OR WARRANTIES CONCERNING THE PRODUCTS OTHER THAN THOSE PROVIDED BY THE MANUFACTURER OR PUBLISHER. THEREFORE, FORSYTE IT SOLUTIONS CANNOT AND DOES NOT WARRANT ANY PRODUCT'S MERCHANTABILITY OR FITNESS FOR ANY PURPOSE. ANY DEFECTIVE PRODUCTS PURCHASED FROM FORSYTE IT SOLUTIONS ARE SUBJECT TO THE MANUFACTURER'S OR PUBLISHER'S WARRANTY, REPAIR AND RETURN POLICIES.
- g. At your request, we will reasonably assist you with all warranty, return, repair and replacement issues in connection with any Products sold to you in connection with the Services.
- h. While the Products that are sold to you or provided to you by Forsyte IT Solutions in connection with the Services are provided "as is", to the best of our knowledge, the Products do not infringe the proprietary rights of third parties.

12. Term and Termination.

- a. The initial term of this Agreement is for three (3) years from the date this Agreement is executed by us ("Effective Date"). Thereafter, upon mutual consent the Agreement may renew for successive one (1) year periods.
- b. Either party may terminate this Agreement for convenience at any time by giving the other party 30 days prior written notice. Early termination fees may apply.
- c. Either of us may terminate this Agreement or any Statement of Work at any time during the Term if the other party materially breaches this Agreement. If there is a material breach, the non-breaching party will notify the other party in writing pursuant to the Notice section of this Agreement. The notice of breach must describe the nature of the breach in sufficient detail to allow the receiving party to understand the full nature of the breach. The breaching party will be given thirty (30) days* to cure the breach. If the breach is not cured within that 30-day period, the non-breaching party may terminate this Agreement immediately upon notice.

*Failure by you to make timely payments of amounts due must be cured within ten (10) days.

- d. This Agreement may be also be terminated at any time if:
 - i.either party files a declaration for bankruptcy; or
 - ii.a third party seeks an involuntary declaration of bankruptcy; or
 - iii. if either party makes a general assignment for the benefit of creditors; or
 - iv.if a receiver is appointed due to a party's insolvency.
- e. Termination will be effective upon the latter of receipt of notice of termination or on the termination date specified by any notice of termination.
- f. If this Agreement (or any Statement of Work arising out of this Agreement) is terminated by us for any reason, you will pay Forsyte IT Solutions for the Services satisfactorily performed up to the date of termination and for any Products ordered by you prior to the date of termination.

13. Insurance.

- a. If you require Forsyte IT Solutions to maintain insurance with specific coverage or limits, you must provide those requirements to us prior to or simultaneous with your execution of this Agreement.
- b. Forsyte IT Solutions will promptly confirm to you if we will comply with your insurance requirements. If we cannot reach an agreement with respect to insurance requirements, we will decline to accept the engagement referenced in the SOW. You may waive any insurance requirement in your sole discretion.
- c. If we will comply with your insurance requirements, they will be attached to this Agreement as part of your Special Terms and Conditions and will be incorporated into this Agreement.

14. Indemnification. We will indemnify, defend, and hold you (including your officers, directors, employees and agents) harmless from and against:

- a. Any grossly negligent act or omission or any willful misconduct on our part in connection with Forsyte IT Solutions' performance of the Services described in the Statement of Work;
- b. Our failure to comply with any Federal, State, or local law or regulation governing our activities under this Agreement or any Statement of Work arising out of this Agreement.

15. Limitation of Liability.

- a. We are liable to you for damages only to the extent caused by our own actions or those of our employees, agents, contractors, representatives, consultants or subcontractors in performance of the Services;
- b. We are not liable to you or to any third party for any negligent act or omission or willful misconduct by you or your employees, agents, contractors, representatives, consultants or subcontractors;
- c. We are not liable to you or any third party in connection with:

- i. any third party claim that you (and not Forsyte IT Solutions) or your employees, agents, contractors, representatives, consultants or subcontractors have violated any Federal, State, or local law or regulation;
 - ii. any delay in the performance of the Services caused by reasons beyond our control or that we cannot reasonably remedy ("Force Majeure Events");
 - iii. third party hardware or software which is provided to you in connection with the Services in its "as is" original condition from the OEM.
- d. Our liability for damages (except for personal injury or death or damage to your physical property), regardless of the form of action, will not exceed the total amount you paid Forsyte IT Solutions during the preceding twelve (12) month period for the Services out of which the claim arose.
- e. **NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES INCLUDING LOST PROFITS, LOSS OF GOOD WILL, LOSS OF BUSINESS ADVANTAGE, OR LOST DATA EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

16. **Non-Solicitation.**

- a. Neither Party will not hire or attempt to hire any employee to perform the same or similar services as the Services being performed under a Statement of Work during the term of the Statement of Work, and for a period of one (1) year following the completion of the Statement of Work, without either Party's prior written permission.
- b. If either Party offers employment to such an employee, and the employee accepts the offer, the hiring Party will pay the other Party a sum equal to the six-months billing rate paid to that employee based on the employee's base hourly rate at the time of his or her hiring.
- c. Both Parties acknowledge that each Party invests time and money to train and certify its technical and professional personnel and maintain ongoing training and certifications of its employees. Both Parties acknowledge that its employees are its most valuable asset and the fee for hiring the other's employee is reasonable and just compensation.
- d. Both Parties agree to notify in advance, in writing, the other Party of the Party's intent to hire the other Party's employee.
- e. Neither Party is not restricted in any way from hiring an employee who responds to any public advertisement or open recruitment solicitation placed in any public medium by you or referred to you by a recruitment agent without your direct encouragement or enticement targeting the particular employee.

17. **Compliance with Laws.** Each party warrants that it will comply with all Federal, State, and local laws and regulations, including U.S. export regulations, as applicable to each party in the performance or use of the Services, and will indemnify, defend, and hold the other party harmless from a party's violation of those laws.

18. **Assignment.** Neither party shall assign this Agreement or any right or obligation hereunder without the prior written consent of the other party (which may be withheld by such party in its sole and absolute discretion), except that Forsyte IT Solutions may assign any and all rights to receive payment accruing under this Agreement, and either party may assign this Agreement pursuant to a sale of a controlling interest in its voting securities, partnership interests, or membership interests, a sale of substantially all of its assets, or a statutory merger. Any purported assignment without such consent shall be void and ineffective.
19. **Notice.** Notices under this Agreement are effective on delivery when made by personal delivery, Certified U.S. Mail (return receipt requested) or by nationally-recognized courier. Notice must be in writing. Notice must be sent to the persons and to the addresses stated below. Either party may change its addressee or address for Notice by providing the other party with that information in accordance with this Section.

For us:

Forsyte IT Solutions, LLC.
Attention: President
6903 Park Ave,
Richmond, Virginia 23226

For you:

Solano Community College
Attention: **Justin Howell**
4000 Suisun Valley Road
Fairfield, CA 94534

Communications of a purely operational or technical nature may be made by the parties by such methods as they agree from time to time.

20. **Force Majeure Events.** Neither party will be liable for any default or delay of its performance or obligations under this Agreement to the extent that default or delay is caused, directly or indirectly, by any or all of the following:
- a. A natural disaster, or what is commonly referred to as an "act of God", including but not limited to fire, flood, earthquake or other elements of nature;
 - b. Civil disorders, including but not limited to riot, rebellion, or revolution;
 - c. Quarantines or other governmental actions;
 - d. Malicious acts of third parties or labor disputes; or
 - e. Any other cause that a party could not have reasonably anticipated or planned for, or that is beyond the reasonable control of a party.
21. **Waiver.** The waiver of any default by one party with respect to any provision of this Agreement is not a waiver of any other terms and conditions of this Agreement; a waiver at a particular time will not be implied or deemed to be a waiver at any time in the future.
22. **Severability.** If any court or tribunal of competent jurisdiction, or the enactment of any law, statute or regulation with retroactive effect, determines that any provision of this Agreement is void or unenforceable, it will not affect the enforceability of any other provision and all other provisions of this Agreement not thereby affected will remain in full force and effect.
23. **Governing Law and Jurisdiction.** The parties agree that: (i) any controversy or claim arising out of or related to this Agreement will be resolved in an expeditious and efficient manner

exclusively in accordance with this dispute resolution procedure. A dispute under this clause shall be initiated by delivering written notice to the other party briefly stating the nature of the dispute and requesting resolution. Except as otherwise specified, each party shall bear its own costs and fees relating to any dispute. The parties agree that before initiation of any legal proceeding with respect to any issue arising out of the transactions contemplated by this Agreement, they shall cause their respective representatives to attempt to resolve in good faith all disputes between the parties. The parties agree that they will each nominate a senior executive to act to attempt to resolve the dispute and these senior executives shall meet to attempt in good faith to resolve such dispute within fifteen (15) business days of notification of such dispute.

24. **Entire Agreement.** This Agreement, together with its incorporated Exhibits, is the entire agreement of the parties with respect to the subject matter of this Agreement.
- a. This Agreement supersedes any and all other agreements between the parties regarding the subject matter hereof, whether oral or in writing.
 - b. This Agreement may be modified only by a written amendment hereto signed by the duly-authorized representatives of the parties.
25. **Warrant of Authority.** The individual signing this Agreement represents, by his or her signature hereto, that he or she has been properly authorized and empowered to sign this Agreement on behalf of the party he or she represents.

END OF TERMS AND CONDITIONS

AGENDA ITEM 14.(a)
MEETING DATE February 19, 2025

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

TO: Members of the Governing Board

**SUBJECT: FY 2024-25 BUDGET UPDATE AND CCFS-311Q
FINANCIAL REPORT, 2nd QUARTER**

REQUESTED ACTION:

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

SUMMARY:

AB 2910, Chapter 1486, Statutes of 1986, requires California community college districts to report quarterly on their financial condition. VP Susan Wheat will present the budget report with anticipated changes, based on the end of the second quarter 2024-2025 expenditures and needs. Additionally, the CCFS-311Q quarterly financial report for the first quarter of FY 2023-2024 is attached for the Board's review and information.

STUDENT SUCCESS IMPACT:

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

<i>Government Code:</i>	<i>Board Policy: 3020</i>	<i>Estimated Fiscal Impact:</i>
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SUPERINTENDENT'S RECOMMENDATION:

☐ APPROVAL ☐ DISAPPROVAL
☒ NOT REQUIRED ☐ TABLE

Susan Wheat
Vice President, Finance & Administration

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707 864-7209

TELEPHONE NUMBER

Susan Wheat
Finance & Administration

VICE PRESIDENT APPROVAL

February 7, 2025

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

Kellie Sims Butler
Superintendent-President

February 19, 2025

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**



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**2024-25 Budget Update
As of 12/31/2024**

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**Governor's January Proposal
2025-2026 Budget Year**

SIGNIFICANT BUDGET ADJUSTMENTS:

- **CCC Apportionments**—\$230.4 million ongoing Proposition 98 General Fund to provide a 2.43-percent cost-of-living adjustment (COLA) for Student Centered Funding Formula apportionments and \$30.4 million ongoing Proposition 98 General Fund for 0.5 percent enrollment growth.
- **Statewide Technology Transformation**—\$168 million one-time Proposition 98 General Fund for the completion of the Statewide Technology Transformation project. This project will standardize and streamline data collection across the system and achieve both efficiencies and benefits for the system as a whole. Some of the goals of this project include automation of credit transfers between institutions, enhancing data security, cost savings relating to operational efficiencies, and the adoption of a cloud-based common enterprise system that will unite college staff across the system.
- **Systemwide Common Data Platform**—\$162.5 million Proposition 98 General Fund, \$29 million of which is ongoing, for scaling of a common cloud data platform across the community college system. This data platform will accomplish several goals for the system that will provide direct benefits to student supports.
- **Expanded Credit for Prior Learning Policies and Career Passport**—As mentioned above, \$100 million one-time Proposition 98 General Fund, \$7 million of which is ongoing, to build upon existing credit for prior learning policies. The investment will be used to develop and beta-test an outcomes-based funding model that will support community college districts in the integration of credit for prior learning into the enrollment process, offering students the opportunity to receive course credit for past experiences such as military service. A key component of this proposal will be the development of a Career Passport—which is a resource that will provide students with formalized documentation of their skills and experience as they enter the workforce.
- **Expansion of Rising Scholars Network**—\$30 million ongoing Proposition 98 General Fund to expand the Rising Scholars Network, which provides college educational opportunities to students who have been impacted by the criminal justice system, with the goal of serving more students through the program.
- **CCC Categorical Program COLA**—\$16.0 million ongoing Proposition 98 General Fund to provide a 2.43-percent COLA for select categorical programs and the Adult Education Program.



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Budget Update Summary
End of 2nd Quarter 2024-25

Fund 11 - Unrestricted Revenue:

- Slight increases as the State adjusts the numbers. Will continue to change as enrollments are reported

Fund 11 - Unrestricted Expenses:

- Slight changes in distribution of expenses, with overall expenses slightly lower
- Slighted decreased planned deficit spend

Fund 11 - Unrestricted Ending Fund Balance & Composition:

- Slight change in the ratios based on increase in expenses

Fund 11 – Other Notes

- 50% Law Calculation for General Fund
 - 2nd qtr Quarter Expenses Only – 47.95%
 - Projected for end of Fiscal Year – 50.50%

Federal, State, and Local Restricted Funds:

- Small adjustments to align with new allocation amounts



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UNRESTRICTED FUND

		Adopted Budget	after 9/30 Budget Update end of Qtr 1	after 12/31 Budget Update end of Qtr 2
		2024-25	2024-25	2024-25
REVENUES:				
Base Allocation (FTES & Basic Alloc.)		\$ 48,637,369	\$ 48,748,409	\$ 50,158,252
Supplemental Allocation		\$ 9,641,464	\$ 9,568,741	\$ 9,568,741
Student Success Allocation		\$ 6,931,598	\$ 6,800,768	\$ 6,800,768
Sub Total		\$ 65,210,431	\$ 65,117,918	\$ 66,527,761
23/24 FY				
Other State Revenue		\$ 2,488,364	\$ 2,580,877	\$ 2,821,710
GFU-Pell Admin & Interest		\$ 28,395	\$ 25,417	\$ 25,417
BFAP 2%		\$ 414,381	\$ 414,017	\$ 414,017
TOTAL REVENUES		\$ 68,141,571	\$ 68,138,229	\$ 69,788,905
EXPENDITURES:				
Academic Salaries		\$ 26,284,083	\$ 26,284,083	\$ 26,284,083
Classified Salaries		\$ 13,659,692	\$ 13,654,692	\$ 13,667,192
Benefits		\$ 19,167,106	\$ 19,167,106	\$ 19,169,106
Supplies and Materials		\$ 1,106,835	\$ 1,111,835	\$ 1,131,835
Other Operating		\$ 10,314,836	\$ 10,319,836	\$ 11,800,836
Capital Outlay		\$ 251,300	\$ 246,300	\$ 206,300
Other Outgo		\$ 320,000	\$ 320,000	\$ 320,000
Contingency appropriation		\$ 250,000	\$ 250,000	\$ 250,000
GFU-Pell Admin		\$ 28,395	\$ 25,417	\$ 25,417
BFAP 2%		\$ 414,381	\$ 414,017	\$ 414,017
TOTAL EXPENDITURES		\$ 71,796,628	\$ 71,793,286	\$ 73,268,786
NET FUND BALANCE INCREASE (DECREASE)		\$ (3,655,057)	\$ (3,655,057)	\$ (3,479,881)
BEGINNING FUND BALANCE		\$ 32,713,070	\$ 35,577,135	\$ 35,577,135
Prior Year Adjustments to Fund Balance				
Adjusted Beginning Fund Balance (Audited Fin Stmtnts)				
ENDING FUND BALANCE		\$ 29,058,013	\$ 31,922,078	\$ 32,097,254



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UNRESTRICTED FUND – ENDING FUND BALANCE

	<i>Adopted Budget</i>	<i>after 9/30 Budget Update end of Qtr 1</i>	<i>after 12/31 Budget Update end of Qtr 2</i>
	2024-25	2024-25	2024-25
NET FUND BALANCE INCREASE (DECREASE)	\$ (3,655,057)	\$ (3,655,057)	\$ (3,479,881)
BEGINNING FUND BALANCE	\$ 32,713,070	\$ 35,577,135	\$ 35,577,135
Prior Year Adjustments to Fund Balance			
Adjusted Beginning Fund Balance (Audited Fin Stmnts)			
ENDING FUND BALANCE	\$ 29,058,013	\$ 31,922,078	\$ 32,097,254
FUND BALANCE COMPOSITION/RATIO:			
Salary Improvements 2022-23 (taken from reserve over 5 yrs)	\$ 3,600,000	\$ 3,600,000	\$ 3,600,000
Technology/ Non- Capitol Expense Reserve	\$ 869,212	\$ 869,212	\$ 869,212
STRS/PERS Premium Reserve	\$ 4,525,000	\$ 4,525,000	\$ 4,525,000
Designated Reserve: OPEB Liability	\$ 4,000,000	\$ 4,000,000	\$ 4,000,000
Board Required Minimum 5% Reserve	\$ 3,589,831	\$ 3,589,664	\$ 3,663,439
Stability Reserve	\$ 12,473,969	\$ 15,338,201	\$ 15,439,603
Remaining reserves	\$ -	\$ -	
ENDING FUND BALANCE	\$ 29,058,012	\$ 31,922,078	\$ 32,097,254
Fund Balance / Reserve Ratio	40.5%	44.5%	43.8%
Required + Stability Reserve Ratio	22.4%	26.4%	26.1%



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RESTRICTED FUNDS – FEDERAL

	Adopted Budget	Budget Update	Budget Update
	2024-25	end of Qtr 1	end of Qtr 2
	2024-25	2024-25	2024-25
REVENUES:			
FEDERAL TOTAL REVENUES	\$ 873,692	\$ 826,634	\$ 826,634
PLANNED EXPENDITURES:			
Federal Programs:			
College Work Study	\$ 238,974	\$ 238,974	\$ 238,974
Perkins	\$ 480,213	\$ 480,213	\$ 480,213
TANF/Calworks	\$ 47,527	\$ 40,638	\$ 40,638
Veterans Resource Center	\$ 23,893	\$ 23,893	\$ 23,893
FCKE	\$ 83,085	\$ 83,085	\$ 83,085
Subtotal	\$ 873,692	\$ 866,803	\$ 866,803
NET Due to Other Sources/Agencies		\$ (4,874)	\$ (4,874)
NET Deferred Revenue (Future Committed Carryover)		\$ (35,295)	\$ (35,295)
TOTAL Federal Programs	\$ 873,692	\$ 826,634	\$ 826,634
NET FUND BALANCE INCREASE (DECREASE)	\$ -	\$ -	\$ 0
BEGINNING FUND BALANCE	\$ 19,338	\$ 19,338	\$ 19,338
Prior Year Adjustments to Fund Balance	\$ -	\$ -	\$ -
Adjusted Beginning Fund Balance (Audited Financial Statement)	\$ -	\$ -	\$ -
ENDING FUND BALANCE (Federal)	\$ 19,338	\$ 19,338	\$ 19,338
FUND BALANCE COMPOSITION			
Veterans Resource Center	\$ 19,338	\$ 19,338	\$ 19,338
Other (Federal only)	\$ -	\$ -	\$ -
ENDING FUND BALANCE (Federal)	\$ 19,338	\$ 19,338	\$ 19,338



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RESTRICTED FUNDS – STATE

		Adopted Budget	Budget Update	Budget Update
		2024-25	end of Qtr 1	end of Qtr 2
		2024-25	2024-25	2024-25
REVENUES:				
	STATE TOTAL REVENUES	\$ 40,785,934	\$ 43,135,767	\$ 43,302,741
EXPENDITURES:				
State Programs:				
Student Equity & Achievement		\$ 7,399,394	\$ 7,399,171	\$ 7,399,171
Strong Workforce (Local)		\$ 4,399,371	\$ 4,537,046	\$ 4,537,046
Strong Workforce (Regional)		\$ 2,465,631	\$ 2,465,631	\$ 2,465,631
Physical Plant & Instructional Support		\$ 2,830,715	\$ 2,830,715	\$ 2,830,715
EOPS		\$ 1,209,343	\$ 1,209,343	\$ 1,209,343
DSPS		\$ 1,062,775	\$ 1,062,774	\$ 1,062,774
College Promise		\$ 1,784,579	\$ 1,891,729	\$ 1,891,729
Interfund Transfers/Other Outgo (CalWorks)		\$ 278,669	\$ 278,430	\$ 278,430
Financial Aid Administration (SFAA-BFAP)		\$ 375,954	\$ 375,954	\$ 375,954
Lottery		\$ 2,474,434	\$ 2,466,173	\$ 2,466,173
Covid Recovery Block Grant (one time fund)		\$ 247,552	\$ 247,552	\$ 247,552
LAEP		\$ -	\$ 1,191,324	\$ 1,191,324
Undocumented Rrscs Liaisons		\$ 296,646	\$ 296,646	\$ 296,646
NextUp		\$ 1,747,626	\$ 1,747,626	\$ 1,747,626
EEO		\$ 159,233	\$ 159,233	\$ 159,233
Equal Employment Opportunity		\$ 144,401	\$ 144,401	\$ 144,401
FCKE		\$ 174,729	\$ 176,163	\$ 176,163
Local Systemwide Tech Data Security		\$ 378,388	\$ 378,388	\$ 378,388
CARE		\$ 331,682	\$ 331,682	\$ 331,682
Culturally Responsive Pedagogy & Practices		\$ 70,800	\$ 70,800	\$ 70,800
Culturally Comp-Faculty Prof Dev (one-time)		\$ 600	\$ 600	\$ 600
Nursing		\$ 151,870	\$ 151,870	\$ 151,870
Student Retention and Outreach		\$ 667,116	\$ 667,116	\$ 667,116
MESA		\$ 1,503,784	\$ 1,503,784	\$ 1,643,177
Adult Block Ed		\$ 90,880	\$ 90,880	\$ 90,880
Zero Textbook (One-time)		\$ 151,144	\$ 151,144	\$ 151,144
Asian-American, Native Hawaiian & Pacific Islander		\$ 373,236	\$ 373,236	\$ 373,236
Financial Aid Technology		\$ 144,050	\$ 144,049	\$ 144,049
Student Success Completion		\$ 1,659,772	\$ 1,659,772	\$ 1,659,772
Guided Pathways		\$ 90,090	\$ 90,090	\$ 90,090
Mental Health Services		\$ 278,889	\$ 278,890	\$ 278,890
Classified Prof Development (One-time)		\$ 3,404	\$ 3,405	\$ 3,405
Basic Needs Services		\$ 19,628	\$ 19,628	\$ 19,628
Basic Needs Center		\$ 659,898	\$ 659,898	\$ 659,898
Student Food & Housing Supp		\$ 505,187	\$ 505,187	\$ 505,187
Rising Scholars		\$ 256,328	\$ 256,328	\$ 256,328
Textbook Reimb-Teaching Incar (one-time)		\$ 200,000	\$ 200,000	\$ 200,000
	STATE SUBTOTAL (page 1)	\$ 34,587,798	\$ 36,016,658	\$ 36,156,051



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RESTRICTED FUNDS – STATE (continued)

	Adopted Budget	Budget Update	Budget Update
	2024-25	2024-25	2024-25
REVENUES:			
STATE TOTAL REVENUES	\$ 40,785,934	\$ 43,135,767	\$ 43,302,741
EXPENDITURES:			
State Programs:			
STATE SUBTOTAL (prior page)	\$ 34,587,798	\$ 36,016,658	\$ 36,156,051
LGBTQ+	\$ 170,512	\$ 170,512	\$ 170,512
CCC Equitable Placement & Completion	\$ 486,850	\$ 486,850	\$ 486,850
Deaf and Hard of Hearing	\$ 110,833	\$ 110,833	\$ 110,833
Transfer Ed amd Articulation - Seamless Transfer	\$ 18,059	\$ 18,059	\$ 18,059
- Instructional Equipment One-Time	\$ 29,676	\$ 29,676	\$ 29,676
RERP	\$ 59,692	\$ 59,692	\$ 59,692
Rancho Santiago CCD (pass through)	\$ 18,578	\$ 18,578	\$ 18,578
Systemwide Technology and Data Security	\$ 609,138	\$ 609,138	\$ 609,138
Hunger Free Campus	\$ 10,516	\$ 10,516	\$ 10,516
Zero Textbook Cost	\$ 691	\$ 691	\$ 691
Veterans Resource Center (one time)	\$ 3,478	\$ 1,661	\$ 1,661
Veterans Resource Center (on-going)	\$ 351,076	\$ 351,076	\$ 351,076
Cal LAW	\$ 78,208	\$ 78,208	\$ 78,208
A2MEND	\$ 18,877	\$ 18,877	\$ 28,877
Hire UP Program	\$ 2,600,119	\$ 2,600,119	\$ 2,600,119
Rising School Juvenile Justice	\$ 913,932	\$ 913,679	\$ 913,679
Student Transfer Achievement	\$ 558,366	\$ 558,366	\$ 558,366
CESAP	\$ 19,994	\$ 19,994	\$ 19,994
SFAA (One-Time funds)	\$ 139,541	\$ 139,541	\$ 139,541
Common Course Numbering	\$ -	\$ 913,043	\$ 913,043
) AANHPI (One-time Funds)	\$ -	\$ 10,000	\$ 10,000
Campus Safe	\$ -	\$ -	\$ 17,581
SubTotal	\$ 40,785,934	\$ 43,135,767	\$ 43,302,741
NET Due to Other Sources/Agencies	\$ -	\$ -	\$ -
NET Deferred Revenue (Committed Carryover)	\$ -	\$ -	\$ -
TOTAL State Programs	\$ 40,785,934	\$ 43,135,767	\$ 43,302,741
NET CARRYOVER/FUND BALANCE INCREASE (DECREASE)	\$ -	\$ -	\$ -
BEGINNING FUND BALANCE	\$ 2,462,345	\$ 2,462,345	\$ 2,061,609
Prior Year Adjustments to Fund Balance	\$ -	\$ -	\$ -
Adjusted Beginning Fund Balance (Audited Fin Strmnts)	\$ -	\$ -	\$ -
ENDING FUND BALANCE	\$ 2,462,345	\$ 2,462,345	\$ 2,061,609
FUND BALANCE COMPOSITION			
Lottery-Prop 20 (Instructional)	\$ 2,140,571	\$ 2,140,571	\$ 2,140,571
Instructional Equipment One Time	\$ 107,562	\$ 107,562	\$ 107,562
Maintenance Allowance-CCCCO	\$ 214,212	\$ 214,212	\$ 214,212
ENDING FUND BALANCE	\$ 2,462,345	\$ 2,462,345	\$ 2,462,345



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RESTRICTED FUNDS – LOCAL

	<i>Adopted Budget</i>	<i>after 9/30 Budget Update end of Qtr 1</i>	<i>after 12/31 Budget Update end of Qtr 2</i>
	<i>2024-25</i>	<i>2024-25</i>	<i>2024-25</i>
REVENUES:			
Local Sources - actual	\$ -	\$ 430,732	\$ 1,074,807
Local Sources - prior years	\$ 5,692,528	\$ 3,591,635	\$ 3,591,635
Local Sources - projected/future awards	\$ 988,626	\$ 2,138,255	\$ 1,862,992
LOCAL TOTAL REVENUES	\$ 6,681,154	\$ 6,160,622	\$ 6,529,434
EXPENDITURES:			
Local Programs -			
Facilities-Campus Reservations	\$ 402,116	\$ 359,313	\$ 434,198
President's SCC-Local Funds	\$ 527,011	\$ 454,129	\$ 494,864
Health Center	\$ 990,081	\$ 1,041,057	\$ 1,175,268
Parking	\$ 821,941	\$ 605,315	\$ 688,072
Graphics Dept	\$ 101,663	\$ 68,839	\$ 88,656
SCC Theatre	\$ 76,207	\$ 70,314	\$ 79,514
UC Berkeley-Puente	\$ 162,128	\$ 87,128	\$ 87,128
Athletic Teams	\$ 73,693	\$ 60,169	\$ 61,916
CIRM (5-year grant) - reimbursable	\$ 2,379,799	\$ 2,379,799	\$ 2,379,799
NIMBL - reimbursable	\$ 44,112	\$ 44,112	\$ 44,112
Other Local Programs	\$ 1,102,401	\$ 990,447	\$ 995,907
Subtotal	\$ 6,681,154	\$ 6,160,622	\$ 6,529,434
NET Due to Other Sources/Agencies	\$ -	\$ -	\$ -
NET Deferred Revenue (Committed Carryover)	\$ -	\$ -	\$ -
TOTAL Local Funding Sources	\$ 6,681,154	\$ 6,160,622	\$ 6,529,434



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RESTRICTED FUNDS – LOCAL Fund Balance Composition

	Adopted Budget	after 9/30 Budget Update end of Qtr 1	after 12/31 Budget Update end of Qtr 2
	2024-25	2024-25	2024-25
FUND BALANCE DETAIL:			
Auto Body & Mechanics	\$ 4,389	\$ 4,389	\$ 4,389
Contract Education	\$ 66,022	\$ 66,022	\$ 66,022
Cosmetology Program	\$ 13,238	\$ 13,238	\$ 13,238
Bookstore	\$ 204,748	\$ 204,748	\$ 204,748
Horticulture Store	\$ 10,429	\$ 10,429	\$ 10,429
Campus Reservations/Disaster Relief	\$ 291,245	\$ 291,245	\$ 291,245
Other Local Restricted Funds	\$ 352,636	\$ 352,636	\$ 352,636
President's SCC-Local Funds	\$ 454,129	\$ 454,129	\$ 454,129
Health Services (688)	\$ 839,413	\$ 839,413	\$ 839,413
Parking	\$ 484,120	\$ 484,120	\$ 484,120
Other Local Fund-Graphics Dept	\$ 51,272	\$ 51,272	\$ 51,272
Vacaville Vending Machine	\$ 3,003	\$ 3,003	\$ 3,003
SCC Theatre	\$ 69,851	\$ 69,851	\$ 69,851
Puente Program	\$ 87,128	\$ 87,128	\$ 87,128
Theater Restoration Funds	\$ 50,456	\$ 50,456	\$ 50,456
Vallejo Vending Machine	\$ 4,922	\$ 4,922	\$ 4,922
Local Funds: Athletic Teams	\$ 56,217	\$ 56,217	\$ 56,217
Dance Production	\$ 2,770	\$ 2,770	\$ 2,770
Nursing Cohort-Fall start (ODD YR#)	\$ 1,177	\$ 1,177	\$ 1,177
Nursing Cohort-Fall start(EVEN YR#)	\$ 21,390	\$ 21,390	\$ 21,390
Nursing-Faculty/Alumni students	\$ 1,816	\$ 1,816	\$ 1,816
NIMBLE-Cell and Gene Therapy	\$ 30,317	\$ 30,317	\$ 30,317
Vacaville Fire Technology Program	\$ 46,150	\$ 46,150	\$ 46,150
Speech & Debate	\$ 48,500	\$ 48,500	\$ 48,500
Robert Hilton Memorial	\$ 1,700	\$ 1,700	\$ 1,700
SCCT Summer Shakespeare	\$ 515	\$ 515	\$ 515
SCCT Costumes	\$ 17,165	\$ 17,165	\$ 17,165
Stage Band Fund	\$ 700	\$ 700	\$ 700
Suisun Valley Review	\$ 1,409	\$ 1,409	\$ 1,409
Print Shop	\$ 20,423	\$ 20,423	\$ 20,423
Digital Media	\$ 1,000	\$ 1,000	\$ 1,000
The Tempest	\$ 18,638	\$ 18,638	\$ 18,638
Art Dept. Ceramics	\$ 4,409	\$ 4,409	\$ 4,409
CIRM (5-Yr: 23 FY thru 27 FY)	\$ 320,339	\$ 320,339	\$ 320,339
CA Low-Cost Affordable Insurance in	\$ 2,000	\$ 2,000	\$ 2,000
AlgaePrize 2023-25	\$ 8,000	\$ 8,000	\$ 8,000
Other Local Programs	\$ -	\$ -	\$ -
BEGINNING FUND BALANCE	\$ 3,591,635	\$ 3,591,635	\$ 3,591,635
Prior Year Adjustments to Fund Balance	\$ -	\$ -	\$ -
Adjusted Beginning Fund Balance (Audited Fin Stmtnts)	\$ -	\$ -	\$ -
ENDING FUND BALANCE	\$ 3,591,635	\$ 3,591,635	\$ 3,591,635



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OUTLOOK ON OTHER FUNDS

Fund Number	Fund Name	Adjusted Beginning Fund Balance	Revenues Projected as of 2nd Quarter	Expenses/ Disbursements Projected as of 2nd Quarter	Ending Fund Balance Projected as of 2nd Quarter
Fund 21	Debt Services	\$0	\$21,797,359	\$21,797,359	\$0
Fund 33	Child Development	\$471,815	\$1,536,443	\$2,039,562	\$435,930
Fund 41	Capital Outlay	\$6,122,860	\$1,250,000	\$1,250,000	\$6,122,860
Fund 42	Measure Q	\$72,967,744	\$2,709,000	\$53,924,326	\$19,043,418
Fund 72	Student Rep Fee	\$88,969	\$42,988	\$10,503	\$99,472
Fund 73	Student Body Center Fee	\$288,133	\$63,236	\$288	\$351,061
Fund 74	Finance Aid	\$0	\$13,451,822	\$13,451,822	\$0
Fund 81	ASSC and Clubs	\$191,998	\$203,462	\$203,462	\$191,998
Fund 84	OPEB Retiree Trust	\$6,718,816	\$1,235,766	\$617,833	\$7,336,749



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CCFS – 311Q Report (Quarterly Financial Status Report)

Fiscal Year: 2024		Quarter Ended: 2		As of June 30 for the fiscal year specified			
Line	Description	Actual 2021-2022	Actual 2022-2023	Actual 2023-2024	Projected 2024-2025		
I. Unrestricted General Fund Revenue, Expenditure and Fund Balance:							
A.	Revenues:						
A.1	Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)	59,481,760	63,831,855	68,800,381	69,788,905		
A.2	Other Financing Sources (Object 8900)	526,945	0	0	0		
A.3	Total Unrestricted Revenue (A.1 + A.2)	60,008,705	63,831,855	68,800,381	69,788,905		
B.	Expenditures:						
B.1	Unrestricted General Fund Expenditures (Objects 1000-6000)	53,587,740	59,131,742	70,416,204	72,948,786		
B.2	Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	0	6,006	0	320,000		
B.3	Total Unrestricted Expenditures (B.1 + B.2)	53,587,740	59,137,748	70,416,204	73,268,786		
C.	Revenues Over(Under) Expenditures (A.3 - B.3)	6,420,965	4,694,107	(1,615,823)	(3,479,881)		
D.	Fund Balance, Beginning	26,775,754	33,196,719	37,890,826	35,577,135		
D.1	Prior Year Adjustments + (-)	0	0	(697,868)	0		
D.2	Adjusted Fund Balance, Beginning (D + D.1)	26,775,754	33,196,719	37,192,958	35,577,135		
E.	Fund Balance, Ending (C. + D.2)	33,196,719	37,890,826	35,577,135	32,097,254		
F.1	Percentage of GF Fund Balance to GF Expenditures (E. / B.3)	61.9%	64.1%	50.5%	43.8%		

		As of the specified quarter ended for each fiscal year			
Line	Description	2021-2022	2022-2023	2023-2024	2024-2025
II. Total General Fund Cash Balance (Unrestricted and Restricted)					
H.1	Cash, excluding borrowed funds	22,833,521	39,312,996	43,528,013	31,630,928
H.2	Cash, borrowed funds only	0	0	0	0
H.3	Total Cash (H.1+ H.2)	22,833,521	39,312,996	43,528,013	31,630,928

Line	Description	Adopted Budget (Col. 1)	Annual Current Budget (Col. 2)	Year-to-Date Actuals (Col. 3)	Percentage (Col. 3/Col 2.)
III. Unrestricted General Fund Revenue, Expenditure and Fund Balance:					
I.	Revenues:				
I.1	Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)	68,141,571	69,788,905	33,365,458	47.8%
I.2	Other Financing Sources (Object 8900)	0	0	0	
I.3	Total Unrestricted Revenue (I.1 + I.2)	68,141,571	69,788,905	33,365,458	47.8%
J.	Expenditures:				
J.1	Unrestricted General Fund Expenditures (Objects 1000-6000)	71,476,628	72,948,786	34,781,973	47.7%
J.2	Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	320,000	320,000	0	0.0%
J.3	Total Unrestricted Expenditures (J.1 + J.2)	71,796,628	73,268,786	34,781,973	47.5%
K.	Revenues Over(Under) Expenditures (I.3 - J.3)	(3,655,057)	(3,479,881)	(1,416,515)	
L.	Fund Balance, Beginning	32,713,070	35,577,135	35,577,135	
L.1	Prior Year Adjustments + (-)	0	0	0	
L.2	Adjusted Fund Balance, Beginning (L + L.1)	32,713,070	35,577,135	35,577,135	
M.	Fund Balance, Ending (K. + L.2)	29,058,013	32,097,254	34,160,620	
N.	Percentage of GF Fund Balance to GF Expenditures (M. / J.3)	40.5%	43.8%		



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INDEX OF CATEGORICAL GRANT NAMES

Categorical Fund Name	Definition/Usage
A2MEND AFRICAN AMERICAN MALE EDUCATION NETWORK DEVELOPMENT	Per Senate Bill 101 (Budget Act 2023) these funds are provided for the expansion of A2MEND Charters at up to 50 colleges. Aligned with the Vision 2030 goals, the A2MEND program supports equity in success, equity in access and equity in support by improving academic performance and developing a student support structure for African American male students attending community colleges.
AANHPI (One-time Funds) ASIAN AMERICAN, NATIVE HAWAIIAN AND PACIFIC ISLANDER (AANHPI) STUDENT ACHIEVEMENT PROGRAM Asian-American, Native Hawaiian & Pacific Islander (Prior Funding)	The Asian American Native Hawaiian Pacific Islander Student Achievement Program (AANHPI SAP) offers an opportunity to develop integrated, culturally responsive student support services and curriculum to promote wellness and academic success of underserved AANHPI and other historically marginalized student populations. Funding is provided to support culturally responsive services to enhance student educational experiences and promote higher education success for low-income, underserved and first-generation Asian American Native Hawaiian Pacific Islander (AANHPI) students and other underrepresented students. In compliance with statutory requirements, the Foundation for California Community Colleges continues to serve as the nonprofit organization running the Central Office for the AANHPI Student Achievement Program.
Adult Block Ed CALIFORNIA ADULT EDUCATION PROGRAM (CAEP)	CAEP funds were issued under AB104 legislation and are in ARTICLE 9. Adult Education Program [84900 - 84920] of the California Education Code. CAEP funds are provided to support adult students who are 18 years and older, and can only be used in the seven CAEP approved program areas outlined in Education Code section 84913. • Elementary and secondary basic skills, including classes required for a high school diploma or high school equivalency certificate. • Programs for immigrants eligible for educational services in citizenship, English as a second language and workforce preparation. • Programs for adults, including older adults, for entry or reentry into the workforce. • Programs for adults, including older adults, to develop knowledge and skills to assist elementary and secondary school children to succeed academically. • Programs for adults with disabilities. • Short term career technical educational programs with high employment potential. • Programs offering pre-apprenticeship training conducted in coordination with one or more apprenticeship programs approved by the Division of Apprenticeship Standards.



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Basic Needs Center	Education Code 66023.5 requires each California community college campus to establish and/or expand a Basic Needs Center and designate at least one staff person as the Basic Needs Coordinator to provide holistic, comprehensive basic needs services and resources to students to support their successful matriculation through the California Community Colleges and beyond. The Basic Needs Center is intended to be a one-stop, single location and point of contact for students to more easily access and gain awareness of basic needs services and resources. The colleges must make a reasonable effort, when feasible, to locate all on-campus basic needs services and resources at the Basic Needs Center
Basic Needs Services	These funds are to support students in addressing food insecurity, including meal donation programs, food pantries services, CalFresh application assistance, or other means of directly providing nutrition assistance to students. The funds are also to be used to assist homeless and housing-insecure students in securing stable housing. Additional uses of these funds include conducting needs assessment to identify students at risk experiencing basic needs insecurities, establishing data collection and evaluations infrastructure, promotion of the availability of basic needs services and direct aid to students. These funds should be used in conjunction with funds being made available for the establishment of Basic Needs Centers and staffing.
Cal LAW COMMUNITY COLLEGE PATHWAY TO LAW SCHOOL INITIATIVE	The Cal LAW grants awarded to selected community colleges are intended to enhance opportunities and advancement in the legal profession for diverse populations, particularly those who traditionally have been underrepresented. At the core of this effort is expanding diversity, equity and inclusion by ensuring that all students – regardless of race, age, economic status, or geography – can gain the exposure and confidence to pursue a Law career pathway. These investments will provide community college students with a direct path to law school and provide those schools with a pipeline of diverse students from across the state.
CARE COOPERATIVE AGENCIES RESOURCE FOR EDUCATION	The CARE program was established in 1982 under Assembly Bill 3103 to provide Extended Opportunity Programs and Services (EOPS) students who are single head-of-household with additional educational support. The intended outcome is to increase the number and percentage of CARE students who successfully complete their chosen educational objectives.



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CCC Equitable Placement & Completion	Assembly Bill 183 (2022) established the California Community Colleges Equitable Placement and Completion Grant Program and appropriated \$64 million (one-time) from the General Fund to the Board of Governors of the California Community Colleges to ensure the maximum implementation of equitable placement and completion reforms at California community colleges. These funds support AB (Assembly Bill) 1705 work and other matriculation and education planning services to increase student success
CESAP CLASSIFIED EMPLOYEE SUMMER ASSISTANCE PROGRAM	The Classified Community College Employee Summer Assistance Program was created to provide classified employees who meet certain requirements additional assistance during the summer months, when they are typically not working or provided less work. The program provides up to a dollar-for-dollar match on amounts withheld from a participating district's classified employees' monthly paychecks. The classified employees' pay withheld, along with state match funds, will be paid by participating districts to eligible employees in the summer months following the academic year. Availability of state match funds is determined each year in the Budget Act and districts may determine whether to participate on an annual basis by Jan. 1 of each year.
CIRM Grant - California Institute for Regenerate Medicine (Local)	The objective of the program is to prepare a diverse cadre of undergraduate students for careers in regenerative medicine through the creation of novel recruitment and support mechanisms that identify and foster untapped talent within populations that are historically under-represented in the biomedical sciences, and by combining hands-on research opportunities with strategic and structured mentorship experiences to enhance transition of students to successful careers.
Classified Prof Development (One-time)	The 2018-19 Budget appropriated one-time funding for the allocation to community college districts to support a systemwide effort to provide professional development to classified staff members.



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College Promise	Funds are provided annually for community colleges to achieve the following goals: • Place high school graduates directly into transfer-level math and English. • Increase the number of students who earn associate degrees or career technical education certificates and increase the percentage of student who are subsequently employed in their chosen field of study. • Increase the percentage of students who successfully transfer to UC or CSU and graduate with a bachelor's degree. • Reduce or eliminate regional achievement gaps and achievement gaps for underrepresented students including low-income students, former foster youth, students with disabilities, formerly incarcerated students, undocumented students, students meeting AB 540 requirements and students who are veterans.
Common Course Numbering	The goal is for the California Community Colleges to “streamline transfer from two- to four-year postsecondary educational institutions and reduce excess credit (unit) accumulation.” Common Course Numbering (CCN) funds support colleges in their efforts to align existing course curricula to a CCN system and incorporate CCNs into student facing documentation, such as course catalogs, schedules, and transcripts as required Education Code section 66725.5 et seq. and the Higher Education Trailer Bill, Sec.56 require.
Covid Recovery Block Grant (one time fund)	The block grant funds are intended to be used on activities that directly support community college students and mitigate learning losses related to the impacts of the COVID-19 pandemic. Additional flexibility was added by the 2023 Budget Act so that COVID-19 recovery block grant funds may also be used for purposes of the physical plant and instructional support and retention and enrollment outreach programs.
Culturally Comp-Faculty Prof Dev (one-time) and Culturally Responsive Pedagogy & Practices (CRPP)	The 2021 Budget Postsecondary Education Trailer Bill (AB 132) appropriated one-time funding for allocation to community college districts to support a systemwide effort to provide culturally competent professional development, with an emphasis on improving learning outcomes. The additional appropriation came from 2021 Institutional Effectiveness Partnership Initiative Specialized Training grant funds. The funds of this grant must be used to accomplish the intended goals of the CRPP Innovative Best Practices Grants: 1. To aid institutions in developing innovative Diversity, Equity, Inclusion and Accessibility (DEIA)-minded and culturally competent professional development training for faculty. 2. To develop DEIA-focused professional development opportunities to upskill faculty and successfully expand their capacities to serve students, improving students’ experiences and outcomes.



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DSPS DISABLED STUDENT PROGRAMS AND SERVICES and Deaf and Hard of Hearing	These funds are provided to support academic adjustments, auxiliary aids, services and/or instruction to serve students with disabilities, including deaf and hard of hearing students and access to print and electronic information funding and resources.
EEO EQUAL EMPLOYMENT OPPORTUNITY – INNOVATIVE BEST PRACTICES GRANTS (one-time) and (on-going)	The 2021 Budget Postsecondary Education Trailer Bill (AB 123) appropriated one-time funding for allocation to community college districts to aid institutions that pilot or create innovative DEIA-minded practices related to EEO in the Pre-Hiring Interventions, Post Hiring Interventions or Diversity Promising Interventions. The EEO Innovative Best Practices Grants are competitive, one-time grants to aid institutions that pilot or create innovative DEIA-minded practices related to EEO in the categories listed below. Funding will also be allocated to enhance or expand existing EEO efforts that support faculty and staff diversity. Activities proposed must result in one or more of the following intervention efforts highlighted below. • Pre-Hiring Interventions: Strategies that support and equitable and inclusive environment that helps to attract and retain candidates from underrepresented groups and other nontraditional candidates. • Post- Hiring Interventions: Strategies that promote development of diverse and qualified candidate pools and/or eliminate bias in hiring decisions. See below for possible interventions. • Diversity Promising Interventions: Strategies that gather and utilize hiring and workforce data, support new employees or manage and respond to EEO complaints.
EOPS EXTENDED OPPORTUNITY PROGRAMS AND SERVICES	The EOPS program was established statewide in 1969 through Senate Bill 164 to serve the economically and academically disadvantaged students. The intended outcome is to increase the number and percentage of EOPS students who successfully complete their chosen educational objectives.
FCKE FOSTER AND KINSHIP CARE EDUCATION	Funds are exclusively for Resource Parent and Tribally Approved Homes education as established in the California Department of Social Services Resource Family Approval program and as specified by the chancellor.
Financial Aid Technology	These funds are provided to support technology advancements and innovations that enable more efficient processing of state and federal financial aid.



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Guided Pathways	<p>The 2017-18 California State Budget provided \$150 million in one-time grants to seed the expansion of the Guided Pathways framework across the California Community Colleges over five years. This \$150 million grant ended at the completion of the 2021-22 fiscal year. For 2021-22, \$47.5 million one-time funds were allocated to the California Community Colleges to support the continued implementation of a guided pathways program. The important work and efforts put into implementing Guided Pathways will continue to play a critical role in student success, access and support for our system, and these onetime funds can be expended up until June 30, 2026.</p>
Hire UP Program	<p>Higher Education Trailer Bill, Assembly Bill 183, established the Hire UP pilot program to provide stipends to formerly incarcerated students, CalWORKs recipients and former foster youth to help them meet the true cost of college attendance and gain clear access to credential programs and workforce support needed to enter, participate and succeed in California's economy. The Chancellor's Office will enter into one-time agreements with up to 10 community college districts for a five-year pilot program to provide funding for stipends for eligible students.</p>
Hunger Free Campus	<p>One-time allocation in 2018-19 to support students in addressing food insecurity, including meal donation programs, food pantries services, CalFresh application assistance, or other means of directly providing nutrition assistance to students.</p>
Instructional Equipment One-Time	<p>One time funds to assists districts with their ever-growing need for instructional equipment, library materials, and technology on community college campuses due to aging equipment and inadequate funding.</p>
LAEP - Learning Aligned Employment Program	<p>The Learning-Aligned Employment Program (LAEP) offers eligible underrepresented students at public colleges and universities the opportunity to earn money to help defray their educational costs, while gaining education-aligned, career-related employment.</p>



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LGBTQ+	<p>SB 108 Budget Act 2024 appropriates \$10 million in one-time funding for allocation by the Chancellor's Office community college districts to provide additional funds to support LGBTQ+ students. The purpose of the funds is to continue the momentum that participating community college districts established to provide support for LGBTQ+ students. Maximum funding a participating community college district can receive is \$900,000. This allocation intends to provide additional funding to support LGBTQ+ students; districts and colleges must not use this funding to replace or reimburse any current funding sources or existing efforts without meaningfully increasing direct support for LGBTQ+ students. Due to the one-time nature of this funding, districts are encouraged to focus on the sustainability of LGBTQ+ student support efforts by ensuring student-centered redesign with LGBTQ+ students in mind, prioritizing the build out of critical service delivery infrastructure that addresses the unique needs of LGBTQ+ students and identifying additional funding sources to sustain the momentum of LGBTQ+ student support in the long term.</p>
Local Systemwide Tech Data Security	<p>The 2024 Budget Act provides these funds for districts to implement local and systemwide technology and data security measures and hire local cybersecurity staff to support improved oversight of fraud mitigation, online learning quality, and cybersecurity efforts. Funds are also provided for statewide measures that benefit all community colleges including, but not limited to, security upgrades for CCCApply and education technology platforms and the establishment of systemwide cybersecurity teams</p>
Lottery (restricted)	<p>In March 2000, Proposition 20, the Cardenas Textbook Act of 2000, was passed by California voters and amended the California State Lottery Act of 1984. Proposition 20 created restrictions for a portion of the lottery funds. More specifically, it required that beginning in 1998–99, 50 percent of the statewide growth in lottery funds for public education over the level set in the 1997–98 fiscal year be allocated on a per average daily attendance (ADA) basis to community colleges and to kindergarten and grades one through twelve (K–12) local educational agencies (LEAs), consisting of school districts, county offices of education, and charter schools for the purposes of instructional materials .</p>
Mental Health Services	<p>The legislative intent for the mental health funds is to provide and expand mental health resources for students.</p>



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MESA MATHEMATICS, ENGINEERING AND SCIENCE ACHIEVEMENT	California community college MESA programs work in partnership with the University of California Office of the President (UCOP) MESA statewide, proprietor and trademark holder of the MESA program. All university, community college and college-prep MESA programs work in concert to provide support to underserved and underrepresented students majoring in calculus-based Science, Technology, Engineering and Mathematics (STEM) fields who seek to transfer to a four-year institution. Aligned with Vision 2030 goals, the community college segment of MESA grants support equity in success, equity in access and equity in support.
NextUp	The NextUp program aims to increase participation in the number of current, and former foster youth who attend community college and help youth realize and achieve their educational and career goals. It is the intent of the legislation, per Education Code 79220—79228, to provide services to eligible current, and former foster youth.
NIMBL Grant - National Institute for Innovation in Manufacturing Biopharmaceuticals (Local)	The NIMBL grant was designed to accelerate biopharmaceutical manufacturing innovation in the United States, support the development of standards that enable more efficient and rapid manufacturing capabilities, and educate and train a world-leading biopharmaceutical manufacturing workforce, fundamentally advancing U.S. competitiveness in this industry by providing internship program funding for students in Biomanufacturing
Nursing	Funds are provided for diagnostic and support services, pre-entry coursework, alternative program delivery model development and other services to reduce student attrition in nursing programs. For colleges to qualify for nursing grant funding, they must reduce the student attrition rate to 15%, increase completion and expand nursing program enrollment.
Physical Plant & Instructional Support	The physical plant component of the Physical Plant and Instructional Support program consists of the following areas: 1) scheduled maintenance/special repairs, including architectural barrier removal, seismic retrofit, hazardous substances; 2) water conservation, including landscape/synthetic turf, building improvements, drip/low-flow irrigation system, and well meter installation; 3) support for energy efficiency; and 4) affordable student housing. The Instructional Support program assists districts with their ever-growing need for instructional equipment, library materials, and technology on community college campuses due to aging equipment and inadequate funding. Instructional support is acceptable for either the repair or replacement of instructional equipment and library materials but is unacceptable for instructional supplies.



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RERP REGIONAL EQUITY AND RECOVERY PARTNERSHIP	The purpose of these investments is for community colleges to establish a Regional Equity and Recovery Partnership (RERP) with a local workforce development board Regional Planning Unit (RPU) of the California Workforce Development Board. The partnership will connect workers most impacted by the COVID-19 pandemic to high-quality jobs in target and growth industry sectors. The grant funding will support educational programming by the recipient college for disproportionately impacted students (participants) identified by the RPU. The educational program includes credit for prior learning, work-based learning opportunities, academic and career supports and the award of industry valued credentials or degrees, consistent with Assembly Bill 132 (Chapter 144, Statutes of 2021).
Rising Scholars	The Rising Scholars Network aims to enhance the participation and success of justice involved students in community colleges. Key objectives include increasing degree and certificate attainment, boosting transfer rates to four-year institutions, reducing units for associate degrees and closing equity gaps, especially for underrepresented groups.
Rising School Juvenile Justice	These funds aim to increase participation and success of juvenile justice-involved students in community colleges, increase degree and certificate completions, enhance job-related skills, facilitate transfers to four-year institutions, reduce the average number of units for degree completion and close equity gaps. The program focuses on on-site programming in juvenile facilities, smooth transitions to college campuses upon release, and fostering college commitment through dedicated staff, spaces and community partnerships.
SFAA (One-Time funds) STUDENT FINANCIAL AID ADMINISTRATION	SFAA funds are for the provision of CCPG awards and direct contact with potential and current financial aid applicants. Funds allocated to a community college district must supplement, not supplant, the level of funds allocated for the administration of student financial aid programs during the 2001–02 or 2006–07 fiscal year, whichever is greater. BFAP 2% provides reimbursement of 2% of total waiver value to community college districts for the provision of California College Promise Grants. One-Time SFAA funding of \$20 million is provided on a one-time basis to immediately support financial aid offices with increased workload due to Free Application for Federal Student Aid (FAFSA) delays and to assist students in completing the FAFSA.



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Strong Workforce (Local) and (Regional)	SWP funding allocations should be used to meet the intent of the program to accomplish the following: • Increase the number of students in quality career technical education courses, programs, and pathways that will achieve successful workforce outcomes; and • Increase the number of quality career technical education courses, programs, and pathways that lead to successful workforce outcomes, or invest in new or emerging career technical education courses, programs, and pathways that may become operative in subsequent years and are likely to lead to successful workforce outcomes.
Student Equity & Achievement (SEA)	The SEA Program supports the California Community Colleges in advancing the systemwide goal to boost achievement for all students with an emphasis on eliminating achievement gaps for students from traditionally underrepresented groups. Per Education Code 78222, SEA Program funds support all of the following: • Implementing activities and practices pursuant to the California Community Colleges Guided Pathways Grant Program. Ed Code 88921 • Ensuring students complete their educational goals and a defined course of study. • Providing quality curriculum, instruction and support services to students who enter college deficient in English and mathematics to ensure these students complete a course of study in a timely manner.
Student Food & Housing Supp	One-time funds in 2021-22 budget to address food and housing insecurities for students.
Student Retention and Outreach	Funds are provided to support enrollment and retention at community colleges as they face enrollment challenges caused by the COVID-19 pandemic.
Student Success Completion (SSCG)	It is the intent of the SSCG program to support student persistence, retention and success by providing students additional assistance who are attending at a 12 to 15 plus units per term or 24 to 30 plus units per academic year or quarterly unit equivalent and/or complete their programs in scheduled full-time timeframes and to offset the total cost of community college attendance.
Student Transfer Achievement	Student Transfer Achievement Reform Act Funds are provided to support colleges in their efforts to auto-enroll students on an Associate Degree for Transfer (ADT) pathway when a student declares a goal for transfer on their mandatory education plans, as required by AB 928 (Berman, 2021). The goal of this new procedure is to maximize the probability that students will transfer into a four-year post-secondary educational institution and earn a degree in their chosen field of study in a timely manner with minimal accrual of excess units.



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Systemwide Technology and Data Security	In 2022-23 each college received \$50,000 of one-time funds to support completion of the Cybersecurity Self-Assessment due in September 2022. The results of the self-assessments will be used to determine how remaining funds will be allocated to make the greatest impact on improving data security, fraud mitigation, and IT infrastructure across the system.
Textbook Reimb- Teaching Incar (one-time)	Allocated in 2019-20, funds were to be used to help offset textbook costs when teaching incarcerated students.
Transfer Ed and Articulation - Seamless Transfer	The primary purpose of these funds is to ensure the seamless transfer of community college students to the California State University given the ethnic studies general education requirements. Institutions may collaborate with key stakeholder groups, review regulations and standards and establish a plan for implementation. As a secondary activity, funds may be used to assist with advancing anti-racism initiatives at California community colleges.
Undocumented Rscs Liaisons	Funds are provided to ensure each college has a staff person designated as a Dream Resource Liaison, or UndocuLiaison, who is knowledgeable in available financial aid, social services, state-funded immigration legal services, internships, externships and academic opportunities for all students meeting the requirements set forth in Section 68130.5, including undocumented students.
Veterans Resource Center (one-time) and (on-going)	Funds are provided for colleges to establish and maintain a high functioning, student-centered Veterans Resource Center (VRC).
Zero Textbook Cost (Planning) and (Implementation)	All colleges received \$20,000 for the Planning grant in June 2022 and \$180,000 for the Implementation grant in March 2023 for development and implementation of at least one ZTC degree or Career Technical Education (CTE) certificate program pathway. The intent of the legislation is for community colleges to develop and implement zero textbook-cost degrees and CTE certificates that are non-duplicative, sustainable and reduce the overall cost of education for students and decrease the time it takes students to complete degree and CTE certificate programs.