

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

**TO: MEMBERS OF THE GOVERNING BOARD**

**SUBJECT: CONSENT CALENDAR - HUMAN RESOURCES**

**REQUESTED ACTION: APPROVAL**

**EMPLOYMENT 2024-2025**

**Part-Time Adjunct Assignment**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Effective</u></b>
Janice Ivie	Adjunct Instructor – Nursing (not to exceed 67%)	03/06/25 - 05/22/25
Margaret Ott	Adjunct Instructor – Nursing (not to exceed 67%)	03/06/25 - 05/22/25
Jose Molina Perez	Adjunct Instructor – Nursing (not to exceed 67%)	03/06/25 - 05/22/25
Matthew Schechla	Adjunct Instructor – Nursing (not to exceed 67%)	03/06/25 - 05/22/25

**Out of Class Assignment**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Effective</u></b>
Pitou Lor	Carpenter	03/01/25 - 06/30/25
Alfred Murillo	Lead Carpenter	03/01/25 - 06/30/25

**Short-Term/Temporary/Substitute**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Fund/Grant</u></b>	<b><u>Effective</u></b>	<b><u>Amount</u></b>
Dorene Adams	Adjunct Faculty - Nursing MCE	General Fund	02/06/25 - 05/30/25	\$2,500.00 Lump Sum
Lani Bastidas	OER (Partial) Creator for ZTC Conversion	Zero Textbook (One-Time) 22-23 FY	10/01/24 -01/30/25	\$3,000.00 Lump Sum
Martha Elizade De Pereira	OER (Partial) Creator for ZTC Conversion	Zero Textbook (One-Time) 22-23 FY	10/01/24 -01/30/25	\$3,000.00 Lump Sum
Lauren Eastland	ZTC and OER Adoption and Teaching	ZTC Textbook	10/01/24 - 01/30/25	\$600.00 Lump Sum
Doug Green	STEM Event	Strong Workforce	02/09/25 - 05/31/25	\$82.06/Hour
Marivic Macalino	Faculty Curriculum	General Fund	02/06/25 - 05/30/25	\$2000.00 Lump Sum
Douglas Mungin	Forensics Lead Coach	General Fund	08/12/24 - 05/22/25	\$10,000.00 Lump Sum
Leila Nazareno	Special Projects -AANPI	AANPI Fund	03/05/25 - 06/30/25	\$45.00/Hour.

Laura Pirott	ZTC and OER Adoption and Teaching	ZTC Textbook	10/01/24 - 01/30/25	\$2,400.00 Lump Sum
Michael Reilly	Voice Composition – Instructor	General Fund	01/15/25 – 06/01/25	\$400.00 Lump Sum
Abel Rodriguez	Adjunct Art Professor - Creative Careers Event	Perkins	02/06/25 – 05/31/35	\$62.33/Hour
Esuebio Rodriguez	ZTC and OER Adoption and Teaching	Zero Textbook (One-Time) 22-23 FY	10/01/24 - 01/30/25	\$1,200.00 Lump Sum
Timothy Tang	Administrative Assistant III	Perkins	03/06/25 – 06/30/25	\$19.91/Hour
Lauren Taylor-Hill	ZTC and OER Adoption and Teaching	ZTC Textbook	10/01/24 - 01/30/25	\$1,500.00 Lump Sum
Janene Whitesell	Forensics Coach	General Fund	08/12/24 – 05/22/25	\$7,500.00 Lump Sum

### **District Resignation**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Effective</u></b>
Flor de Maria Cruz	Supervisor - Vacaville Center 2 Years, 6 months of service with SCC	02/28/2025

<b>Salvatore Abbate</b> Human Resources	<b>Kellie Sims Butler, Ph.D.</b> Superintendent-President
February 21, 2025	March 05, 2025
<b>Date Submitted</b>	<b>Date Approved</b>

**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

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**PERSONAL SERVICES AGREEMENTS**

**Academic Affairs  
David Williams, Vice President**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Effective</u></b>	<b><u>Amount</u></b>
Elaine Herrick	Vendor will be the bass player for the Spring 2025 musical "Head over Heels."	03/06/2025 to 06/01/2025	Not to Exceed \$1,600.00
Taylor Hatch	Vendor will be the guitar player for the Spring 2025 musical "Head over Heels."	03/06/2025 to 06/01/2025	Not to Exceed \$1,600.00

**CONTRACT SERVICES AGREEMENTS**

**Academic Affairs  
David Williams, Vice President**

<b><u>Name</u></b>	<b><u>Description</u></b>	<b><u>Effective</u></b>	<b><u>Amount</u></b>
Sequoia Signs	Update from the 2/19/2025 approved proposal – increasing from \$6682.85 to \$7661.60 to provide vinyl installation on the district owned ambulance for educational purposes	02/20/2025-06/30/2025	Not to Exceed new total of \$7,661.60

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**Susan Wheet**  
Vice President,  
Finance & Administration

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**Kellie Sims Butler**  
Superintendent-President

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February 20, 2025  
**Date Submitted**

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March 5, 2025  
**Date Approved**

**Technology Services and Support**  
**Jon Cornelison, Vice President**

<b><u>Name</u></b>	<b><u>Description</u></b>	<b><u>Effective</u></b>	<b><u>Amount</u></b>
Ferrilli	To provide general Banner SSB9 and other Banner consulting services.	02/20/2025-06/30/2025	Not to Exceed new total of \$19,500.00

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

**TO: MEMBERS OF THE GOVERNING BOARD**

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

**REQUESTED ACTION:**

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

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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:**

<b><u>Asset Number</u></b>	<b><u>Description</u></b>	<b><u>Location</u></b>	<b><u>Original Value</u></b>
0157	John Bean Lift Rack console	Auto Tech	U/K
30721	Scissor Lift Rack	Auto Tech	U/K
0158	Compact Cabinet Monitor	Auto Tech	U/K
U/K	Camera Tracker V3400	Auto Tech	U/K
U/K	Facial Machines (qty 3)	Cosmetology	U/K
U/K	Facial Light Ring	Cosmetology	U/K
U/K	Video Derm	Cosmetology	U/K

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>
<b>SUPERINTENDENT'S RECOMMENDATION:</b>	<input checked="" type="checkbox"/> <b>APPROVAL</b> <input type="checkbox"/> <b>NOT REQUIRED</b>	<input type="checkbox"/> <b>DISAPPROVAL</b> <input type="checkbox"/> <b>TABLE</b>

**Susan Wheet**  
Vice President,  
Finance & Administration

**Kellie Sims Butler**  
Superintendent-President

February 20, 2025  
\_\_\_\_\_  
**Date Submitted**

March 5, 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.

Action Performed by \_\_\_\_\_ Date \_\_\_\_\_

Division or Organizational Unit \_\_\_\_\_

Approved by Jose Cortes  
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. 220 Campus Ln Room No. 150

Comment \_\_\_\_\_

Asset No.	Description	For Surplus Items Only	
		Building No.	Room No.
none	3 Facial Machine		
	Facial Ring Light		
21843	Video Derm		

Action Performed by Barbara Gravely Date 02/07/2025

Division or Organizational Unit Cosmetology Dept

Approved by Jose Cortes  
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: DONATIONS**

**REQUESTED ACTION:**

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

**SUMMARY:**

<u>Name &amp; Address</u>	<u>Item &amp; Estimated Value</u>	<u>Receiving Department</u>
James DeKloe 655 Oakbrook Drive Fairfield, CA 94534	2006 PT Cruiser Value: \$1,879.00	Automotive Technology

Acceptance of this donation is recommended at this time.

**STUDENT SUCCESS IMPACT:**

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

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

☒ APPROVAL ☐ DISAPPROVAL  
☐ NOT REQUIRED ☐ TABLE

Susan Wheet  
Vice President, Finance & Administration

**PRESENTER'S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

**ADDRESS**

707 864-7299

**TELEPHONE NUMBER**

Susan Wheet  
Finance & Administration

**VICE PRESIDENT APPROVAL**

February 20, 2025

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

Kellie Sims Butler, Ed.D.  
Superintendent-President

February 5, 2025

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**





## Solano Community College Campus Donations

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

Donor Name: James DeKloe Title: Professor

Business/  
Agency Name: Solano College Business Type: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Email: james.dekloe@solano.edu Contact Tel # \_\_\_\_\_

Recipient School/Department: Automotive Technology  
(acceptance subject to approval by the District)

Recipient Contact Name: \_\_\_\_\_

**TYPE OF DONATION: (check one)**

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

☒ **Goods** (includes equipment, supplies, materials, other tangibles). Description must include year, make, model and current quality of operation and condition/appearance

2006 PT Cam

Estimated retail value of these goods: \$ \_\_\_\_\_

☐ **Services** (specialized volunteer, other non-employee, vendor or contractor services). Description must include specific type of volunteer or other work or services, names and contact information of donors, and total time to be donated, subject to District approval

**REQUIRED DONATION APPROVALS**

Recipient School/Dept. Administrator (or Designee) Name: Jose Cortes

Recipient School/Dept. Administrator (or Designee) Title: Dean of CTE

☒ Donation(s) Accepted ☐ Donation(s) Not Accepted Date: 2/10/25

Comments:

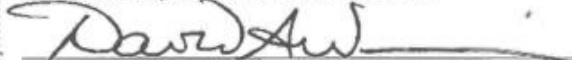
 James D DeKloe

**APPROVAL SIGNATURES**

1. \_\_\_\_\_  
Chief Technology Officer Date

2. \_\_\_\_\_  
Associate Vice President, Human Resources Date

3. \_\_\_\_\_  
Vice President, Finance and Administration Date

4.  \_\_\_\_\_  
Vice President, Academic Affairs 2/10/2025  
Date

5. \_\_\_\_\_  
Chief Student Services Officer Date

6. \_\_\_\_\_  
Superintendent-President: Date

Date Donation(s) Accepted and Board-approved on: \_\_\_\_\_

Follow-up to Board approval: \_\_\_\_\_ Delivery Date: \_\_\_\_\_ Location: \_\_\_\_\_

STATE OF CALIFORNIA																	
CERTIFICATE OF TITLE					VEHICLE HISTORY												
[REDACTED]					[REDACTED]												
BODY TYPE MODEL		AX	UNLADEN WEIGHT	FUEL	TRANSFER DATE	FEES PAID	PLATE NUMBER										
SV				6		\$158	[REDACTED]										
YR 1ST SOLD	CLASS	YR	NO	EQUIPMT/TRUST NUMBER		ISSUE DATE											
2006	DP		MX			10/02/2007											
MOTORCYCLE ENGINE NUMBER					ODOMETER DATE		ODOMETER READING										
[REDACTED]					09/30/2006		8 MI										
REGISTERED OWNER(S)					ACTUAL MILEAGE												
DEKLOE JAMES					[REDACTED]												
<p>I certify under penalty of perjury under the laws of the State of California, that THE SIGNATURE(S) BELOW RELEASES INTEREST IN THE VEHICLE.</p> <p>1a. <u>2-10-2025</u> X <u>[Signature]</u> DATE SIGNATURE OF REGISTERED OWNER</p> <p>1b. _____ DATE SIGNATURE OF REGISTERED OWNER</p> <p>Federal and State law requires that you state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.</p> <p>The odometer now reads <u>11741210</u> (no tenths), miles and to the best of my knowledge reflects the actual mileage unless one of the following statements is checked.</p> <p>WARNING <input type="checkbox"/> Odometer reading is not the actual mileage <input type="checkbox"/> Mileage exceeds the odometer mechanical limits.</p> <p>I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.</p> <table border="1"> <tr> <td>DATE</td> <td>TRANSFEROR-SELLER SIGNATURE(S)</td> <td>DATE</td> <td>TRANSFeree/Buyer SIGNATURE(S)</td> </tr> <tr> <td></td> <td>X</td> <td></td> <td>X</td> </tr> </table> <p>PRINTED NAME OF AGENT SIGNING FOR A COMPANY</p> <p><b>IMPORTANT READ CAREFULLY</b></p> <p>Any change of Lienholder (holder of security interest) must be reported to the Department of Motor Vehicles within 10 days</p> <p>1. _____</p> <p>2. X <u>[Signature]</u> Signature releases interest in vehicle. (Company name must be countersigned)</p> <p>Release Date _____</p> <p>CA 99121017</p> <p>014566</p> <p>REG. 17.30R (REV.10/03)</p>										DATE	TRANSFEROR-SELLER SIGNATURE(S)	DATE	TRANSFeree/Buyer SIGNATURE(S)		X		X
DATE	TRANSFEROR-SELLER SIGNATURE(S)	DATE	TRANSFeree/Buyer SIGNATURE(S)														
	X		X														



# 2006 Chrysler PT Cruiser Pricing Report

Style: Sport Wagon 4D  
Mileage: 174,120  
KBB.com Consumer Rating: 4/5

## Sell to Private Party



Valid for ZIP code 94534 through 02/20/2025

# Your Configured Options

Our pre-selected options, based on typical equipment for this car.

✓ Options that you added while configuring this car.

## Exterior Color

✓ Silver

## Engine

4-Cyl, 2.4 Liter

## Transmission

Automatic

## Drivetrain

FWD

## Comfort and Convenience

Air Conditioning

Power Windows

Power Door Locks

Cruise Control

## Steering

Power Steering

Tilt Wheel

## Entertainment and Instrumentation

AM/FM Stereo

CD/MP3 (Single Disc)

## Safety and Security

Dual Air Bags

## Braking and Traction

ABS (4-Wheel)

## Exterior

Rear Spoiler

## Wheels and Tires

Alloy Wheels

# Glossary of Terms

**Kelley Blue Book® Trade-In Value** - This is the amount you can expect to receive when you trade in your car to a dealer. This value is determined based on the style, condition, mileage and options indicated.

**Trade-In Range** - The Trade-In Range is Kelley Blue Book's estimate of what you can reasonably expect to receive this week based on the style, condition, mileage and options of your vehicle when you trade it in to a dealer. However, every dealer is different and values are not guaranteed.

**Kelley Blue Book® Private Party Value** - This is the starting point for negotiation of a used-car sale between a private buyer and seller. This is an "as is" value that does not include any warranties. The final price depends on the car's actual condition and local market factors.

**Private Party Range** - The Private Party Range is Kelley Blue Book's estimate of what you can reasonably expect to receive this week for a vehicle with stated mileage in the selected condition and configured with your selected options, excluding taxes, title and fees when selling to a private party.

**Excellent Condition** - 3% of all cars we value. This car looks new and is in excellent mechanical condition. It has never had paint or bodywork and has an interior and body free of wear and visible defects. The car is rust-free and does not need reconditioning. Its clean engine compartment is free of fluid leaks. It also has a clean title history, has complete and verifiable service records and will pass safety and smog inspection.

**Very Good Condition** - 23% of all cars we value. This car has minor wear or visible defects on the body and interior but is in excellent mechanical condition, requiring only minimal reconditioning. It has little to no paint and bodywork and is free of rust. Its clean engine compartment is free of fluid leaks. The tires match and have 75% or more of tread. It also has a clean title history, with most service records available, and will pass safety and smog inspection.

**Good Condition** - 54% of all cars we value. This car is free of major mechanical problems but may need some reconditioning. Its paint and bodywork may require minor touch-ups, with repairable cosmetic defects, and its engine compartment may have minor leaks. There are minor body scratches or dings and minor interior blemishes, but no rust. The tires match and have 50% or more of tread. It also has a clean title history, with some service records available, and will pass safety and smog inspection.

**Fair Condition** - 18% of all cars we value. This car has some mechanical or cosmetic defects and needs servicing, but is still in safe running condition and has a clean title history. The paint, body and/or interior may need professional servicing. The tires may need replacing and there may be some repairable rust damage.

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© 2025 Kelley Blue Book Co., Inc. All rights reserved. 2/20/2025-2/20/2025 Edition for CA 94534. The specific information required to determine the value for this particular vehicle was supplied by the person generating this report. Vehicle valuations are opinions and may vary from vehicle to vehicle. Actual valuations will vary based upon market conditions, specifications, vehicle condition or other particular circumstances pertinent to this particular vehicle or the transaction or the parties to the transaction. This report is intended for the individual use of the person generating this report only and shall not be sold or transmitted to another party. Kelley Blue Book assumes no responsibility for errors or omissions. (v.2020226)

## Tip:

It's crucial to know your car's true condition when you sell it, so that you can price it appropriately. Consider having your mechanic give you an objective report.

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

**TO: Members of the Governing Board**

**SUBJECT: RESOLUTION NO. 24/25-14 COMMITMENT TO A SAFE AND  
SECURE CAMPUS FOR ALL STUDENTS AT SOLANO  
COMMUNITY COLLEGE**

**REQUESTED ACTION:**

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

**SUMMARY:** This resolution is being presented to formally reinforce Solano Community College's commitment to maintaining a safe, inclusive, and supportive educational environment for all students. "Solano Community College District's mission is to educate a culturally and academically diverse student population drawn from our local communities and beyond." This resolution aligns with both our institutional mission and the broader California Community College system's commitment to inclusive education.

**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>
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**SUPERINTENDENTS RECOMMENDATION:**      ☒ **APPROVAL**      ☐ **DISAPPROVAL**  
☐ **NOT REQUIRED**      ☐ **TABLE**

Kellie Sims Butler, Ph.D.  
Superintendent-President

**PRESENTER'S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

**ADDRESS**

(707) 864-7299

**TELEPHONE NUMBER**

**VICE PRESIDENT APPROVAL**

February 26, 2025

**DATE SUBMITTED TO**

Kellie Sims Butler, Ph.D.  
Superintendent-President

March 5, 2025

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

**WHEREAS**, Solano Community College District (Solano) is committed to providing an inclusive, supportive, and secure environment for all students, regardless of their immigration status, race, ethnicity, national origin, religion, sexual orientation, gender identity, or ability;

**WHEREAS**, Solano seeks to empower underrepresented, underserved and marginalized student populations; and

**WHEREAS**, Solano values, respects, and encourages diversity in our curricula, programs, and services as well as diversity of ideas among our community of learners, teachers, and professionals;

**WHEREAS**, public institutions of higher education in California are legally bound to provide equal access to education and opportunities to all students, consistent with the principles of Equal Access & Non-Discrimination outlined by Assembly Bill 2925, also known as the Equity in Higher Education Act;

**WHEREAS**, Solano reaffirms its mission to educate a culturally and academically diverse student population drawn from our local communities and beyond;

**WHEREAS**, California law, including Senate Bill 54 (California Values Act) and Assembly Bill 21, prohibits the use of campus resources for immigration enforcement purposes, including investigating, interrogating, detaining, or arresting individuals based on their immigration status; and

**WHEREAS**, Solano's Department of Public Safety (DPS) is also prohibited from using its resources or personnel to investigate, interrogate, detain, detect, or arrest individuals for immigration enforcement purposes and cannot initiate contact, detention, questioning, or arrest of any individual on the basis of their suspected undocumented immigration status or to discover their immigration status;

**WHEREAS**, the **Family Educational Rights and Privacy Act (FERPA)** ensures the privacy and confidentiality of student records, including immigration-related information, and prohibits disclosure without a valid judicial warrant, subpoena, or court order;

**WHEREAS**, the Board of Governors of the California Community College system has resolved that all 116 community colleges in California remain safe and open to students, regardless of immigration status, race, ethnicity, national origin, religion, sexual orientation, gender identity, ability, or any form of marginalization;

**NOW, THEREFORE, BE IT RESOLVED**, that Solano Community College District will:



1. Publicly Declare and Protect Sanctuary Campus Values:

- Reject any use of campus resources, personnel, or policies for immigration enforcement purposes.
- Prohibit any call to detain, question, or arrest individuals solely based on their suspected undocumented immigration status.
- Deny access to immigration enforcement agents without a valid judicial warrant, subpoena, or court order.

2. Protect Student Privacy:

- Ensure that personally identifiable student information, including immigration-related data, is kept confidential and is not disclosed without a valid judicial warrant, subpoena, or court order unless authorized by the student or required by law.
- Continue to protect sensitive student information collected under California Assembly Bill 540, the California Dream Act, and the Deferred Action for Childhood Arrivals (DACA) program.

3. Provide Access to Resources:

- Support undocumented students in accessing financial aid through the California Dream Act Application (CADAA), scholarships, and other funding opportunities.
- Offer mental health counseling and support that is culturally sensitive to the needs of undocumented students, LGBTQ+ students, and other underserved and marginalized groups.
- Promote awareness of resources, including free or low-cost legal services, mental health services, and academic counseling, to support students in navigating their educational and personal challenges.

4. Educate and Empower Faculty and Staff:

- Develop, adopt, and implement district and campus policies and protocols consistent with the values expressed in this resolution, ensuring compliance with state and federal laws, including FERPA, Senate Bill 54, and Assembly Bill 21.
- Provide ongoing training to faculty, classified professionals, and administrators to ensure they understand policies relevant to protecting students and student information.
- Disseminate information about student rights and protections through forums and other educational activities.

5. Foster Inclusivity and Respect:

- Promote an atmosphere of respect for all students and employees by denouncing and addressing hate speech, bullying, and discrimination.
- Support campus activities, events, and education on diversity, anti-bullying, and social justice activism.

6. Advocate for educational opportunities for all students, regardless of immigration status, race, ethnicity, national origin, religion, sexual orientation, gender identity, ability, or any form of marginalization.

7. Respond to Immigration Enforcement Activity:

- Require all staff and faculty to notify the Superintendent-President immediately if Immigration and Customs Enforcement (ICE) or any other immigration enforcement officer is expected to enter, will enter, or has entered the campus.

8. Educate Faculty and Staff:

- Provide training and resources to faculty and staff to ensure they are knowledgeable about the laws, policies, and resources that support undocumented students, LGBTQ+ students, and other underserved and marginalized groups.

**BE IT FINALLY RESOLVED**, that the Governing Board of Solano Community College District designates Solano as a Safe and Secure Campus and affirms its commitment to fostering a safe, inclusive, and respectful learning environment for all students and employees.

**PASSED AND ADOPTED**, this the fifth of March, 2025 by the Governing Board of Solano Community College District.

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Denis Honeychurch, J.D.  
Board President

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Kellie Sims Butler, Ph.D.  
Board Secretary

SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: APPROVAL TO ENTER INTO AGREEMENT WITH  
LINGUABEE FOR ASL INTERPRETING SERVICES

**REQUESTED ACTION:**

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

**SUMMARY:**

A Request for Proposal (RFP) was advertised on December 11<sup>th</sup> and December 18<sup>th</sup>, 2024 in the Fairfield Daily Republic, Vacaville Reporter, and the Vallejo Times Herald. A total of two (2) proposals were received and reviewed with VP Wheet and classified members who interact with the services

*CONTINUED ON NEXT PAGE*

**STUDENT SUCCESS IMPACT:**

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

Government Code: N/A Board Policy: BP3070 Estimated Fiscal Impact: \$145,500

**SUPERINTENDENT'S RECOMMENDATION:**

☒ APPROVAL ☐ DISAPPROVAL  
☐ NOT REQUIRED ☐ TABLE

Susan Wheet  
Vice President, Finance & Administration

**PRESENTER'S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

**ADDRESS**

707 864-7209

**TELEPHONE NUMBER**

Susan Wheet  
Finance & Administration

**VICE PRESIDENT APPROVAL**

February 24, 2025

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

Kellie Sims Butler  
Superintendent-President

March 5, 2025

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

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

**TO: Members of the Governing Board**

**SUBJECT: APPROVAL TO ENTER INTO AGREEMENT WITH  
LINGUABEE FOR ASL INTERPRETING SERVICES**

**REQUESTED ACTION:**

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

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**SUMMARY:**

*CONTINUED FROM PREVIOUS PAGE*

All proposals contained and addressed all items listed in the RFP, and after a thorough review, VP Wheet is requesting Board approval to enter into a partial three (3) year agreement, with the option of two (2) additional years, with Linguabee for ASL interpreting, from April 1, 2025 through June 30, 2027

Interpreting Rates:

Base On-Site rate: \$138 per hour

Base Remote rate: \$124 per hour

Captioning Rates:

Base Live Captioning rate: \$142 per hour

A copy of the contract is attached.

## Service Agreement

This Service Agreement ("Agreement") is made between Linguabee LLC, a Colorado Limited Liability Company ("Linguabee," "we," or "us") and the person or entity contracting with us for the Services ("Contracting Entity" [or "Contracting Person" if an individual] or "you") stated in the signature block of this Agreement. You and we agree that the following terms will apply to all requests you place with us, and we accept, starting **April 1, 2025, through June 30, 2027, with the option to extend annually for an additional two years**, until either party provides written notice to terminate your account and this Agreement.

**1. Our Services.** We will provide to you Services (the "Services") as defined below at the time and place and for the purposes you have requested through Linguabee.com, by email, or by phone (your request), subject to the availability of one or more service providers with appropriate qualifications to fulfill your request. As the Contracting Entity or Person, you make the final decision on which service provider to use from those who submit a proposal in response to your request. Their proposal will include their individual qualifications. **We do not represent that all service providers we offer are certified by any certifying body**, but only that to our knowledge the qualifications they present are accurate and that they will provide Services to the standards generally accepted in the caption, interpretation, and translation industry in the United States. If you require a specific certification, you must include that requirement in your request. Services provided may require a service provider with certain qualifications, it will be required to provide service providers with the proper requirements. We will use our commercially reasonable efforts to provide service providers meeting those requirements. **We make no warranties, express or implied, regarding the suitability or fitness of the Services for any particular purpose, and we warrant no specific outcomes of the Services.**

### 2. Definition of Services.

#### **Interpreting Services:**

**On-site interpreting ("OSI"):** A service provider is physically present at the assigned location.

**Video Remote Interpreting ("VRI"):** Services provided virtually (Zoom, WebEx, etc).

#### **Remote Captioning Services:**

**Live Remote Captioning:** Captioning services for a live event. Examples: CART during a college class, captioning during a conference, or a live webinar.

**Post-Production Captioning:** Closed captions or open captions are added to a recording.

#### **In-Kind Services and Other Support:**

**Deaf Culture and Accessibility Workshops:** Linguabee provides complimentary training sessions, available both in person and virtually, for faculty, staff, and administrators. These sessions foster a deeper awareness and understanding of Deaf culture while promoting best practices for accessibility.

**Customized Onboarding and Orientation Support:** A team member(s) will visit the campus in person and develop detailed orientation materials for interpreters assigned to provide services.

**3. Pricing.** You agree to pay us for Services the applicable fees outlined in Appendix A for interpreting services and in Appendix B for remote captioning services; fees are per service provider. Our initial fee for a service provider providing VRI Services, and OSI Services is equal to 2 times the hourly rate which includes up to two hours of Services. Time in excess of two hours is charged in half-hour increments (30 minutes). Our initial fee for a service provider providing live remote captioning services is equal to the hourly rate for that assignment and includes up to one hour of Services. Time in excess of one hour is charged in quarter-hour (15 minutes) increments. Our initial fee for a service provider providing post-production captioning services is equal to five times of the minute rate for that assignment and includes up to five minutes of Services. Time in excess of five minutes is charged in one-minute increments. **We may change these rates and times upon 30 days prior to written notice, e.g. email, to you.**

**4. Expenses.** The applicable fees outlined in Appendix A are inclusive of all charges, including travel time, mileage, tolls, and other incidental costs.

**5. Preparation and Additional Time Requirement.** Certain requests that require advance preparation, excessive travel time, or other additional time spent by the service provider, which will be charged to you. After you have placed your request, we will inform you of any preparation or other chargeable time we believe is necessary and obtain your agreement before we agree to your request. Preparation and other chargeable time are charged at the rate applicable to the time of day, date, and specialization required. Examples of additional chargeable time include time spent in accessing a facility that requires the service provider to view a video, clear security, obtain a clearance or pass, travel time, and the like.

**6. Multiple Service Providers.** Some assignments may require more than one service provider. If your interpreting request exceeds 50 minutes in length or captioning request exceeds 3 hours in length, 2 service providers normally will be required for the wellbeing of the providers and to maintain the same level of quality throughout the entire duration. If you feel 1 service provider will meet your needs, please inform us and we will discuss it with you before accepting your request. If 2 service providers are required as noted above but are not available for your assignment, we reserve the right to provide 1 service provider at a fee equal to 1.5 times our rate for a single service provider.

Other examples requiring 2 or more service providers for interpreting assignments include multi-party meetings, legal proceedings, interpreting for consumers who are DeafBlind and use ProTactile American Sign Language (PTASL), or where a consumer does not possess fluency in American Sign Language. It is your responsibility to communicate to us clearly and completely the nature of your request. If you do so, we will advise you if we believe multiple service providers are necessary.

If based on the actual situation encountered in your assignment, we in our good faith judgment believe multiple service providers are necessary to successfully complete your assignment, we reserve the right to dispatch one or more additional service providers. If we are unable to obtain the services of another service provider in a timely manner and the dispatched service provider agrees to complete the assignment despite it being one requiring two service providers, we will charge you a fee equal to 2 times the applicable single service provider fee. You agree to pay us for such additional services or an additional fee.

In certain circumstances, using VRI services may not be the right type of service. We will reach out to you and discuss other options to ensure the best possible service to ensure communication efficiency.

We assist in the training of novice service providers from time to time through internships, mentorships, and observations. Unless you inform us otherwise, you agree that an intern may attend and observe your assignment at no cost to you.

**7. Change and Cancellation.** If you wish to make a change in your request after we have accepted it, including a change in the characteristics of one or more of the participants, we will use our commercially reasonable efforts to accommodate the change, however, we reserve the right in our good faith discretion to change the service provider if we believe your change warrants it. If your change results in additional charges to you, we will notify you. If we cannot accommodate your change, or if you do not wish to pay the additional charges of which we notify you, you may cancel your request in accordance with the following provisions, but if you do not do so, you agree to pay us the fees due for original assignment.

You may cancel your request by giving us written notice of cancellation, which may be done through your account at Linguabee.com, at least 2 full business days in advance of the time scheduled for Services to begin. For example, if you give us a written notice of cancellation on Thursday, the notice is effective for Services scheduled to be performed on or after the following Tuesday (not accounting for Holidays). If you cancel later than that, you agree to pay us an amount equal to the full fees for your request. If you terminate an agreed recurring schedule of Services of 4 weeks or more in duration, you agree to pay us a termination fee equal to fees for 2 full weeks of Services or fees for the remainder of the scheduled Services, whichever is less.

**8. Delay in Commencement of or Failure to Complete Services.** If a service provider is present to fulfill your request and Services do not begin due to the absence of one or more persons, whether or not under your control, your or the Deaf consumer's acts of omissions, or other circumstances beyond our reasonable control, the service provider will wait for a period equal to 20 minutes per hour of your requested Services unless we agree or the service provider agrees otherwise. If Services are not completed due to any of those reasons, you agree to pay us an amount equal to the full fees for the Services you requested. If a service provider fails to appear for your assignment, you agree to notify us as soon as practicable and in

no event later than 72 hours after the time, the assignment would have been completed. If you fail to do so, you agree to pay the full fee for the assignment.

**9. Safety.** You are solely responsible for providing safe and secure access for our service providers to the facilities in which Services are to be performed, and you have an affirmative duty to notify us in writing in advance of any safety concerns, health risks, or dangers that exist or that you reasonably should anticipate may exist regarding the circumstances or environment in which the Services will be performed.

**10. Payment: Disputed Invoices.** If you reasonably want to dispute an invoice or a portion of an invoice, you must pay the undisputed portion of the invoice and submit written notice of the claim with sufficient detail of the nature of the claim, the amount, invoices in dispute, and information necessary to identify the affected Service for the disputed amount. All invoice disputes will be submitted by the Contracting Person to the following email address: [accounting@linguabee.com](mailto:accounting@linguabee.com). All disputes must be submitted to Linguabee within ten (10) business days from the date of the invoice for the Service in question. You waive the right to dispute any charges not disputed within such ten (10) business day period. In the event the dispute is resolved against the Contracting Person, you shall pay such amounts within thirty (30) calendar days.

**11. Payment: Past Due Amounts: Collection.** We will invoice you by email to the address you have provided us for all charges under this Agreement following completion, termination, or (if a fee is payable) cancellation of your request. We will issue only one invoice per request, will invoice only you and not any third party, and will not split-bill. You agree to pay invoices 30 days after the invoice date. You may in good faith dispute all or any part of an invoice by written notice to us within 60 days after the date of the invoice. You agree that if you have not given us such notice, the invoice shall be deemed valid, due, and payable and you will not contest it. Any amount you dispute in good faith and provided above will not be due until you and we have resolved the dispute and agreed to the amount due or, failing such resolution, we notify you of our good faith final determination of the amount due, after which you will have 15 days to pay the agreed amount or the amount we determined to be due. For past due invoices, you will pay a late fee equal to 10% of the amount due. For invoices more than 30 days past due, you will pay us interest on all unpaid invoices from the due date at the rate of 18% per year or the highest rate permitted by law, whichever is less. You will reimburse us all our costs and expenses of collection of amounts due to us, including reasonable attorneys' and professional fees. Any change in your billing email will be effective only upon our receipt of your written notice of change.

You may pay by check, most major credit cards, or by electronic funds transfer (EFT/ACH). However, if you pay by credit card, you agree to pay us a fee equal to 2% of the invoiced amount.

**12. Recording of Service Provider.** If the Services are to be recorded by audio or video or both, including live stream feed or photography, you will notify us at the time you make your request or as soon thereafter as you become aware of such recording. Notification after the time you make your request will be considered a change subject to Section 5 and may result in a change of the service provider(s), which may result in additional charges to you.

**13. Duplicate Requests.** It is your sole responsibility to ensure that you place only one request for particular Services. We are not responsible for recognizing duplicate requests. If you place a duplicate request, you agree to pay in full for all requests placed, unless we agree in writing otherwise.

**14. Services Only.** This Agreement is for the provision of Services by Linguabee only and does not make Linguabee or any service provider your employee, agent, partner, or joint-venturer.

**15. Non-Discrimination and Equal Employment Opportunity.** Linguabee is committed to a work environment in which all its employees and service providers can work in an environment free from unlawful harassment, discrimination, and retaliation. Linguabee will comply with all applicable federal, state, and local laws and regulations pertaining to non-discrimination, unlawful harassment, and equal employment opportunity. We do not and will not discriminate based on race, color, religion (creed), gender, gender expression, age, national origin (ancestry), disability, marital status, sexual orientation, or military or veteran's status, in any of our activities or operations. These activities include, but are not limited to, hiring and firing of staff, terms and conditions of employment, selection of and terms and conditions of a professional services agreement with service providers, and provision of services to consumers.



**16. Force Majeure.** If you or we are prevented from performing our obligations under this Agreement, except your obligation to pay us for Services, due to causes beyond your or our reasonable control, as the case may be, for example only, fire, flood, severe adverse weather, labor action, civil unrest, or material damage to or destruction of facilities, then such obligations shall be suspended for so long as the cause remains unresolved, provided that the party so prevented shall use its commercially reasonable efforts to resume performance of its obligations as soon as practicable.

**17. Compliance with Law.** We will comply with all applicable federal, state and local laws, rules, and regulations in the performance of the Services. You agree that your requests for Services will be for lawful purposes and that you have full right to access, and have our service providers access, any facility or area in which the Services are to be performed and to have the Services performed there.

**18. Indemnification and Limitation of Liability.** You and we agree to indemnify, defend and hold harmless each other and our respective officers, directors, managers, members, employees, and contractors from and against all claims, demands, suits and actions and all loss, damage, cost, expense, and liability arising from the gross negligence or willful misconduct of, or breach of this Agreement by, the indemnifying party. NEITHER YOU NOR WE SHALL BE LIABLE TO THE OTHER UNDER ANY CIRCUMSTANCES FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING OUT OF THE SERVICE PROVIDED OR ANY BREACH OF THIS AGREEMENT, WHETHER ARISING IN CONTRACT OR TORT AND WHETHER NOT THE POSSIBILITY OF SUCH DAMAGES IS OR SHOULD BE KNOWN OR FORESEEN.

**19. Entire Agreement; Modifications; Survival of Provisions.** This Agreement contains the entire agreement between you and us on the subject matter contained in this Agreement and supersedes any other written or oral agreement between you and us and any written or oral representation by you or us regarding that subject matter. This Agreement may be modified or amended only by a written agreement specifying your and our intent to do so, signed by you and us. Each provision of this Agreement will survive termination of the Agreement for so long as necessary to accomplish the intent of that provision.

**20. Governing Law and Resolution of Disputes.** This Agreement is deemed to be signed in California, and this Agreement and the Services will be governed for all purposes under the laws of California, excluding any provision of those laws that would permit or require the application of the laws of any other jurisdiction. Any dispute under or pertaining to this Agreement or the Services will be resolved only by an action in the **Superior Court of California for Solano County** or the **United States District Court for the Eastern District of California**, which has jurisdiction over Solano County. The prevailing party in any such action shall be entitled to an award of costs, expenses, and reasonable attorneys' and professional fees incurred in connection with such action.

**21. Authorized, Electronic, and Counterpart Signatures.** This Agreement may be executed in one or more counterparts, all of which together shall constitute this Agreement. A signature transmitted by electronic copy, such as facsimile or scanned .pdf file, on a document purporting to be an original shall be deemed an original signature for all purposes. This Agreement may be executed manually or electronically in any way generally recognized as an authorized electronic signature, and such signature shall bind the party affixing it. All signatures to this Agreement shall be deemed to have been authorized signatures for the purpose of binding you and us to the terms of this Agreement. If you sign this Agreement in a manner we specify, such as on our website, we will be deemed to have signed this Agreement. You agree that the person signing this Agreement and any person designated by her or him to us in writing is authorized to submit and bind you to pay for a request for Services under this Agreement. Schedule 1 – Authorized Requesters - attached to and incorporated in this Agreement is a list of persons so designated. You also may designate an Authorized Requester in your account on our website. You may add or delete persons from Schedule 1 by doing so in your account on our website or by written notice to us referring to this Agreement and to Schedule 1 – Authorized Requesters, and you appoint us your agent to add or delete names in Schedule 1 of which you so notify us.

**22. Severability.** If any provision of this Agreement is held to be unenforceable in whole or in part, the remainder of this Agreement and the part of the provision not held unenforceable, shall remain valid and in full force and effect.

Remainder of page intentionally blank, signature page to follow.

**Solano Community College**

Contracting Entity [or Person, if an individual]

By [Signature]

Susan Wheel, VP of Finance & Administration 02/24/25

Name and Title Date

susan.wheel@solano.edu 707-864-7209

Email Address Phone Number

4000 Suisun Valley Road - Fairfield, CA 94534

Mailing Address

**Accounts Payable**

Billing Contact Name and Title

accountspayable@solano.edu

Billing Contact Email Address Phone Number

**Linguabee LLC**

By [Signature]

Name and Title

Date

PLEASE SEND REMITTANCES TO [AR@LINGUABEE.COM](mailto:AR@LINGUABEE.COM)

**SCHEDULE 1 – REQUESTERS** [email us at [support@linguabee.com](mailto:support@linguabee.com) if more requesters are needed]

NAME	EMAIL ADDRESS	PHONE NUMBER	PRE-AUTHORIZATION REQUIRED?
			<input type="checkbox"/>
			<input type="checkbox"/>
			<input type="checkbox"/>
			<input type="checkbox"/>

## Appendix A

### Linguabee Community Interpreting Services On-Site/VRI Interpreting Rates and Terms of Service

<b>Base Rate - Onsite</b>	Onsite • Any day, any time.	<b>\$138.00 per hour</b>
<b>(two-hour minimum)</b>	Remote (VRI) • Any day, any time.	<b>\$124.00 per hour</b>
<b>Specialty add-on</b>	Including but not limited to: legal, mental health, scientific, high profile, advanced post-secondary classes, and other settings in which specialized skill, specific certification, cultural knowledge, and/or experience is required.	<b>additional fee of \$0 per hour</b>
<b>Recording add-on</b>	Recordings of interpreter's work intended for repeated use or shared viewing.	<b>additional fee of \$0 per hour</b>
<b>Short notice add-on</b>	All services requested less than 2 full business days in advance [Please note that if a request for services is made by a person not also authorized to <u>approve</u> the request and we do not receive approval at least 2 full business days in advance of the assignment, this rate will apply.]	<b>additional fee \$20.00 per hour</b>
<b>Holiday add-on</b>	Days other than Saturday and Sunday on which national banks generally are closed; however, if a recognized federal holiday, e.g. July 4th falls on a Saturday or Sunday, Holiday rates will apply even though the holiday is observed on another day that is customarily a workday.	<b>additional fee of \$0 per hour</b>
<b>Cancellation</b>	Services are billed in full when requests are made under 2 business days.	<b>billed in full</b>

**All rates and fees are charged per service provider with a 2-hour minimum.**

## Appendix B

### Linguabee Captioning Services Remote Captioning Rates and Terms of Service

<b>Live Captioning Base Rate (REMOTE &amp; ENGLISH ONLY)</b>	Remote • Any day, any time. Raw transcript of the event	\$142.00 per hour included
<b>Live streaming</b>	Providing captioning services on a live-streaming event.	additional fee \$0.00 per hour
<b>Speciality add-on</b>	For example legal, scientific, high profile, and other settings in which specialized skill and experience are required. For non-live videos, manually inspected and adjusted caption breaks/time codes.	additional fee of \$0
<b>Short notice add-on</b>	All services requested less than 2 full business days in advance [Please note that if a request for services is made by a person not also authorized to <u>approve</u> the request and we do not receive approval at least 2 full business days in advance of the assignment, this rate will apply.]	additional fee \$30.00 per hour or \$1.10 per minute
<b>Holiday add-on</b>	Days other than Saturday and Sunday on which national banks generally are closed; however, if a recognized federal holiday, e.g. July 4th, falls on a Saturday or Sunday, Holiday rates will apply even though the holiday is observed on another day that is customarily a workday.	additional fee of \$0 per hour
<b>English closed captioned video</b>	Non-live videos. Spoken English or ASL with transcript - five-minute minimum (7-day turnaround)	\$3.50 per minute
<b>Expedited turnaround time</b>	1-3 day turnaround for closed caption videos.	additional fee \$3.85 per minute

**All rates and fees are charged per service provider with a 1-hour minimum.**

Appendix C

In-Kind Services and Other Support  
Rates and Terms of Service

Deaf Culture and Accessibility Workshops	Onsite or Virtual • Any day, any time. Up to 4 workshops per year.	\$0 per hour
	Workshop Materials	included
Workshop Offerings	<ul style="list-style-type: none"><li>• Understanding Deaf Culture</li><li>• Accessibility Best Practices</li><li>• Effective Communication Strategies with Deaf and Hard-of-Hearing Individuals</li><li>• Compliance with Accessibility Laws (ADA)</li></ul>	
Customized Onboarding and Orientation Support	Onsite • Any day, any time. Up to 2 visits per year.	\$0 per hour
	A team member will visit campus and meet with key people, as needed, to develop detailed orientation materials for assigned interpreters.	included

All rates and fees are inclusive as part of the services provided to Solano Community College.

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

**TO: Members of the Governing Board**

**SUBJECT: MEASURE Q BOND SPENDING PLAN UPDATE #29**

**REQUESTED ACTION:**

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

**SUMMARY:**

The Board is asked to approve the latest revision to the Measure Q Bond Spending Plan (BSP). The BSP requires periodic adjustments to accommodate the changing needs of the District over time. The original document was approved on August 20, 2014. Previous updates have been approved by the Board on the following dates:

*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:

*Ed. Code: N/A Board Policy: N/A Estimated Fiscal Impact: N/A. Projects are part of the total Measure Q expenditure of \$348,000,000, plus net interest revenues.*

**SUPERINTENDENT'S RECOMMENDATION:**

☒ APPROVAL ☐ DISAPPROVAL  
☐ NOT REQUIRED ☐ TABLE

Lucky Lofton  
VP, Facilities and Executive Bonds Manager

**PRESENTER'S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

**ADDRESS**

(707) 863-7855

**TELEPHONE NUMBER**

Lucky Lofton  
VP, Facilities and Executive Bonds Manager

**VICE PRESIDENT APPROVAL**

February 21, 2025

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

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

March 5, 2025

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

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

**TO: Members of the Governing Board**

**SUBJECT: MEASURE Q BOND SPENDING PLAN UPDATE #29**

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**SUMMARY:**

*CONTINUED FROM THE PREVIOUS PAGE*

Update #1 March 4, 2015	Update #5 March 1, 2017	Update #9 January 17, 2018
Update #2 March 16, 2016	Update #6 April 19, 2017	Update #10 March 21, 2018
Update #3 October 19, 2016	Update #7 December 6, 2017	Update #11 June 6, 2018
Update #4 January 18, 2017	Update #8 December 20, 2017	Update #12 June 20, 2018
Update #13 July 18, 2018	Update #14 September 5, 2018	Update #15 December 5, 2018
Update #16 February 6, 2019	Update #17 May 1, 2019	Update #18 November 20, 2020
Update #19 March 18, 2020	Update #20 October 7, 2020	Update #21 February 17, 2021
Update #22 November 17, 2021	Update #23 April 20, 2022	Update #24 March 1, 2023
Update #25 August 2, 2023	Update #26 September 6, 2023	Update #27 May 15, 2024
Update #28 June 5, 2024		

On April 2, 2014 the Board approved a Facilities Master Plan (FMP) and as stated at that time, periodic updates would be required. The Board also adopted the ten-year 2020-2030 updated FMP. This plan accounted for recent updates to the District Strategic Plans as well as State policy changes. The goal of this FMP was to provide focus for both Facilities and the Bond Program over the next ten years. In response to the FMP Update, adopted by the Board on December 2, 2020, various changes to the BSP were recommended to implement the Facilities Master Plan Update 2020. Since the last BSP update on June 5, 2024, project work has proceeded and project schedules, spending and anticipated cashflows have been reviewed related to meeting the Series E 85% spend down requirement, which occurred in September 2024. Bond Spending Plan Update #29 includes the following:

- Library/Learning Resource Center Project had a small funding discrepancy, which is being addressed with this BSP update. These funds are being moved into the Program Reserve category.
- Fairfield Campus Career Technology Building (B1800 Mod) Project funds previously allocated for initial planning work for this Project are being re-allocated to the Program Reserve category as educational programming planning for this building has not advanced to a point that work can be completed within the projected timeframe for the next issuance of Measure Q bond funds (Series G).
- Vacaville Campus Annex HVAC (Heating, Ventilation and Air Conditioning)/Roof Upgrade Project has been completed. There were project savings, which are now being moved into the Program Reserve category.

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

**TO: Members of the Governing Board**

**SUBJECT: MEASURE Q BOND SPENDING PLAN UPDATE #29**

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**SUMMARY:**

*CONTINUED FROM THE PREVIOUS PAGE*

- Vallejo Center Career Technology Building/ECHS (Early College High School) Project funds previously allocated for initial planning work for this Project are being re-allocated to the Program Reserve category as educational programming planning for this building and ECHS in Vallejo have not advanced to a point that work can be completed within the projected timeframe for the next issuance of Measure Q bond funds (Series G).
- Replacement Substations #3 and #4 Project funds have been supplemented from the Program Reserve category to address additional work scope that was a result of the aging Fairfield Campus infrastructure interface with the new substations and to address unforeseen conditions discovered during the course of the Project.
- Underground Hydronic Chilled and Hot Water Loops Project funds have been supplemented from the Program Reserve category to address the design and repairs identified as urgent work scope following assessment phase discovery of the condition of the underground loops systems and components.
- Small Capital Projects category funds have been increased from the Program Reserve to accommodate anticipated small capital projects, which are planned and/or anticipated for the balance of the Measure Q bond program. This category increase also provides for some unassigned funds, which can be used for small capital projects that are identified as the Measure Q bond program proceeds.
- ADA (Americans with Disability Act) Improvements category funds have been adjusted to reflect the Measure Q bond program's approach to spending ADA category funds across projects in the Measure Q bond program. This reduction in the ADA Improvements category does not reflect a reduction in expected total ADA improvement spending across the entire Measure Q bond program. ADA improvements have already been made on many projects within the Measure Q bond program, and there have been some ADA-specific projects completed on the program to date. ADA improvements on previous Measure Q projects have been quantified, and moving forward the Measure Q bond program will track ADA improvements on future projects.
- There have been increases made to the Program Reserve and Treasury Fees categories, which reflect the Measure Q bond program's implementation of having an adequate reserve fund for the remaining Measure Q bond program and payment of required treasury fees.

The Board is asked to approve the proposed revisions as described above and indicated in the Bond Spending Plan Update #29, which follows.





# **BOND SPENDING PLAN**

	UPDATE 28		UPDATE 29	UPDATE 29
PROJECT NAME	08/20/14 BOT APPROVED BSP	06/05/2024 APPROVED BSP	03/05/2025 PROPOSED REVISION	03/05/2025 PROPOSED BSP
<b>FF CAMPUS</b>	\$ 87,800,000	\$ 84,928,693		\$ 84,527,047
Performing Arts Building (Phase 1 B1200 Renovation)	\$ 6,200,000	\$ 6,229,718	\$ -	\$ 6,229,718
Science Building (Phase I)	\$ 33,100,000	\$ 35,005,734	\$ -	\$ 35,005,734
Agriculture (Horticulture)	\$ 2,000,000	\$ 1,348,467	\$ -	\$ 1,348,467
Library/Learning Resource Center	\$ 21,800,000	\$ 23,097,573	\$ (1,646)	\$ 23,095,927
Building 300 (Science & Math Building Phase 2)	\$ 8,000,000	\$ 2,992,000	\$ -	\$ 2,992,000
Performing Arts Building (Phase 2)/Costume Shops	\$ 13,700,000	\$ 33,151	\$ -	\$ 33,151
Building 1600 Modernization	\$ -	\$ 10,500,000	\$ -	\$ 10,500,000
Career Technology Building (B1800 Mod)	\$ 3,000,000	\$ 400,000	\$ (400,000)	\$ -
Modernization B1400 (includes kitchen mod)	\$ -	\$ 1,322,050	\$ -	\$ 1,322,050
Early Learning Center Expansion	\$ -	\$ 4,000,000	\$ -	\$ 4,000,000
<b>VV CAMPUS</b>	\$ 80,200,000	\$ 47,309,138		\$ 46,030,868
VV Classroom Building Purchase & Renovation	\$ 8,200,000	\$ 7,247,624	\$ -	\$ 7,247,624
VV Annex HVAC/Roof Upgrade	\$ -	\$ 2,697,000	\$ (1,278,270)	\$ 1,418,731
Biotechnology & Science Building	\$ 28,000,000	\$ 33,315,666	\$ -	\$ 33,315,666
Aeronautics & Workforce Development Building	\$ 15,000,000	\$ 1,898,543	\$ -	\$ 1,898,543
Student Success Center/LRC	\$ 22,000,000	\$ -	\$ -	\$ -
Fire Training	\$ 7,000,000	\$ -	\$ -	\$ -
Vacaville Center HVAC Upgrade	\$ -	\$ 2,150,306	\$ -	\$ 2,150,306
<b>VJ CAMPUS</b>	\$ 80,200,000	\$ 37,836,954		\$ 37,536,954
Vallejo Prop Purchase Belvedere	\$ 4,800,000	\$ 4,794,343	\$ -	\$ 4,794,343
Autotechnology Building	\$ 19,600,000	\$ 23,735,961	\$ -	\$ 23,735,961
Site Improvements	\$ 5,100,000	\$ -	\$ -	\$ -
Vallejo Prop Purchase Northgate	\$ 6,800,000	\$ 6,871,471	\$ -	\$ 6,871,471
Student Success Center/LRC	\$ 22,000,000	\$ -	\$ -	\$ -
Career Technology Building/ECHS	\$ 21,900,000	\$ 300,000	\$ (300,000)	\$ -
Vallejo Center HVAC Upgrade	\$ -	\$ 2,135,178	\$ -	\$ 2,135,178
<b>INFRASTRUCTURE IMPROVEMENTS</b>	\$ 37,800,000	\$ 78,745,028		\$ 80,933,028
IT Infrastructure Improvements	\$ 14,000,000	\$ 14,000,000	\$ -	\$ 14,000,000
Utility Infrastructure Upgrade (Energy)	\$ 23,800,000	\$ 24,671,331	\$ -	\$ 24,671,331
Solar Energy (5 Megawatt Solar Installation)	\$ -	\$ 14,000,000	\$ -	\$ 14,000,000
Replacement Substations 3 and 4	\$ -	\$ 9,953,432	\$ 188,000	\$ 10,141,432
Replacement Substations 5	\$ -	\$ 1,500,000	\$ -	\$ 1,500,000
Pool Deck Replacement	\$ -	\$ 1,620,265	\$ -	\$ 1,620,265
Central Plant Replacement	\$ -	\$ 12,500,000	\$ -	\$ 12,500,000
Underground Hydronic Chilled & Hot Water Loops	\$ -	\$ 500,000	\$ 2,000,000	\$ 2,500,000
<b>ADA &amp; CLASSROOM IMPROVEMENTS</b>	\$ 19,200,000	\$ 49,297,648		\$ 50,044,200
Small Capital Projects	\$ 8,300,000	\$ 42,101,888	\$ 3,746,552	\$ 45,848,440
ADA Improvements	\$ 10,900,000	\$ 7,195,760	\$ (3,000,000)	\$ 4,195,760
<b>PLANNING, ASSESSMENTS &amp; PROGRAM MGMT</b>	\$ 25,400,000	\$ 55,322,551		\$ 55,322,551
Includes Program Management, Project PM/CM Services, District Staff, Professional Services, Assessments, Education Master Plan, Facilities Master Plan, District Standards & Updates, Bond Issuance	\$ 25,400,000	\$ 55,322,551	\$ -	\$ 55,322,551
<b>RESERVE &amp; INTEREST*</b>	\$ 17,400,000	\$ 3,906,401		\$ 5,759,773
Program Reserve (5%)	\$ 17,400,000	\$ 3,229,598	\$ 1,808,371	\$ 5,037,969
Treasury Fees (9/30/24)	\$ -	\$ 676,803	\$ 45,002	\$ 721,804
<b>TOTAL BOND SPENDING PLAN</b>	\$ 348,000,000	\$ 357,346,412		\$ 360,154,422
Bond Interest Earned (9/30/24)		\$ -	\$ -	\$ -

## **LEGEND:**

No Color - Closed Projects

Yellow Color - Projects in Progress

Green Color - Future Projects

SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: CHANGE ORDER #2 TO ONE WORK PLACE L.  
FERRARI, LLC, FOR CONSTRUCTION SERVICES FOR  
FAIRFIELD CAMPUS BOARD ROOM TECHNOLOGY  
REPLACEMENT PROJECT

**REQUESTED ACTION:**

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

**SUMMARY:**

Board approval is requested for Change Order #2 to the contract with One Work Place L. Ferrari, LLC, the general contractor for the Board Room Technology Replacement Project. On July 17, 2024, the Board approved a contract with One Workplace L. Ferrari, LLC., for the above-mentioned project.

*CONTINUED ON THE NEXT PAGE*

**STUDENT SUCCESS IMPACT:**

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

*Ed. Code: N/A Board Policy: N/A Estimated Fiscal Impact: \$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 21, 2025

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

Kellie Sims Butler, Ph.D.  
Superintendent-President

March 5, 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 ONE WORK PLACE L.  
FERRARI, LLC, FOR CONSTRUCTION SERVICES FOR  
FAIRFIELD CAMPUS BOARD ROOM TECHNOLOGY  
REPLACEMENT PROJECT**

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**SUMMARY:**

*CONTINUED FROM THE PREVIOUS PAGE*

The contractor experienced a material delay on the primary devices replacing the existing equipment inside the Boardroom. Change Order #1 extended the contract time to March 31, 2025, with completed installation by January 31, 2025. To minimize disruptions to the space and accommodate the modified manufacturing timeline for the new touch screen panels, it is necessary to again extend the construction (complete installation and full project close out) term for the contractor. The contractor will also provide free firmware updates for one-year.

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

\$ 201,912.88	Original Contract Amount
\$ 0.00	Prior Approved Change Orders
<u>\$ 0.00</u>	Proposed Change Order #2
\$ 201,912.88	Proposed New Contract Amount

The Board is asked to approve this no-cost contract Change Order #2 to One Work Place L. Ferrari, LLC, for a time extension through April 15, 2025 to allow for full project close-out, including financial close-out. It is anticipated work will be completed by February 19, 2025.

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



# Change Order

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

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

**Change Order No. 002**  
Project No.: 25-008  
Date: February 14, 2024

DSA File No.: N/A  
DSA App. No.: N/A

Project: **Solano Community College District  
Boardroom Technology Replacement**

To: **One Work Place L. Ferrari, LLC**  
2500 De la Cruz  
Santa Clara, CA 95050

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## The Contract is Changed as Follows:

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### Item No.

002.1 Article 4 of the Agreement is hereby revised to extend the Time for Completion to April 15, 2025.  
It is further agreed the work - including installation, programming, testing and training will be completed by February 19, 2025, at which point the effect of Liquidated Damages will commence. The remaining time is reserved for purposes of project and financial closeout.

\$0.00

002.2 Free Firmware Updates will be performed by One Workplace and their vendor Aurora Multimedia. The updates will provide for enhanced system functions as the software continues to evolved through profiling and AI with the goal of eliminating the need for a gooseneck as well as introduce flexibility for depth control, word gating, speech transcribing, translation, etc.  
Firmware Updates will be performed via remote connection to the District who will provide software access to the installed system.

The Firmware updates will be performed for a period of 1-year.

\$0.00

**TOTAL COST OF CHANGE ORDER**

**ADD  
DEDUCT**

\$0.00  
\$0.00  
**\$0.00**

**FINAL CHANGE ORDER AMOUNT**

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Original Contract Sum:	\$	201,912.88
Total Change By Previous Change Orders:	\$	-
Contract Sum Prior to This Change Order:	\$	201,912.88
Original Contract Sum will be Increased by This Change Order:	\$	-
<b>The New Contract Sum Including This Change Order Will Be:</b>	<b>\$</b>	<b>201,912.88</b>
The Original Contract Completion Date:		30-Sep-24
Contract Time Will be Changed by This Change Order:		197 days
<b>The Current Contract Completion Date is:</b>		<b>15-Apr-25</b>



# Change Order

PROJECT  
MANAGER:

**Kitchell CEM**

4000 Suisun Valley Road, Building 1102  
Fairfield, CA 94534

DESIGNER OF  
RECORD

**Brooktrout Designs**

2800 opportunity Drive, Suite 160  
Roseville, CA 95678

CONTRACTOR:

**One Work Place L. Ferrari, LLC**

2500 De la Cruz  
Santa Clara, CA 95050

OWNER:

Lucky Lofton

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

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

**TO: Members of the Governing Board**

**SUBJECT: PURCHASE OF HUNTER ALIGNMENT RACK FOR  
AUTOMOTIVE TECHNOLOGY PROGRAM**

**REQUESTED ACTION:**

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

**SUMMARY:**

The Automotive Technology (ATEC) Program requires replacement of a “John Beam” alignment machine/rack. The current rack is outdated and has multiple safety failures which pose potential serious injury or death to students and ATEC personnel. It has been out of service for the last 3 years due to these safety concerns. The new Hunter Alignment rack would be up to date to industry standards, provide more access for students and classes, and provide an overall more optimal learning environment at our ATEC facility.

**STUDENT SUCCESS IMPACT:**

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

<i>Ed. Code:</i>	<i>Board Policy:</i>	<i>Fiscal Impact: \$91,368.71</i>
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**SUPERINTENDENT’S RECOMMENDATION:**

☒ APPROVAL ☐ DISAPPROVAL  
☐ NOT REQUIRED ☐ TABLE

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

**PRESENTER’S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

**ADDRESS**

(707) 864-7117

**TELEPHONE NUMBER**

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

**VICE PRESIDENT APPROVAL**

February 13, 2025

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

**KELLIE SIMS BUTLER, Ph.D.**  
Superintendent-President

March 5, 2025  
**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**



Midstate Automotive Equipment Co.  
4238 Roseville Rd  
North Highlands, CA 95660  
Ph: 510-301-2633

## S.O. Estimate

Date	S.O. No.
2/12/2025	1662

Bill To
Solano Community College 1687 N. Ascot Pkwy Vallejo, Ca 94591

Ship To
Solano Community College 1687 N. Ascot Pkwy Vallejo, CA 94591 Dane 707-864-7000 ext 5574

Cert Sm. Business #40916 (exp: 2/28/2025) CSLB# 962308; DIR# 1000019046 FEIN: 72-1601790	Rep TVH	Customer P.O. No.	Terms Due on Delivery	Job/Delivery Date 2/12/2025
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Item	Description	QTY	Rate	Amount
MAECOEST AC...	Alignment System with Rack Signature on this Estimate is required to create order and indicates acceptance of Pricing and Terms.		0.00	0.00
HUNWA674CMA	WinAlign Package including WA674 console with 27" Wide Screen LCD Display and HE421CM sensors	1	34,585.58	34,585.58T
HUNRX10KFPS	Fully Integrated Alignment(R) 10,000Lbs Premium Scissor Rack, Standard Deck - (2) 6,000 lb. Capacity Swing Air Jacks - Built-in Air Line Kit & Turnplate pockets - PowerSlide(TM) Automatic Stainless Turnplates Slip Plates & Bridges - Flush Mount Installation - Heavy Duty Ramps - Factory Installation (with Grouting) and Training included - Made in USA	1	35,031.09	35,031.09T
HUN20-3438-1	LED LIGHTING KIT FOR NEW RXK ALIGNMENT LIFTS	1	1,258.77	1,258.77T
HUN20-2882-1	Cordless remote indicator	1	1,445.24	1,445.24T

The sales order above has either been created or has been revised from the original and requires a signature below to approve the work listed and the new total balance due. Please sign to approve and a final invoice will be provided once the work is completed. Thank you.

**Subtotal**

**Sales Tax (9.25%)**

**Total**

**Payments**

**Balance Due**

PRINT \_\_\_\_\_

SIGN \_\_\_\_\_



Midstate Automotive Equipment Co.  
4238 Roseville Rd  
North Highlands, CA 95660  
Ph: 510-301-2633

# S.O. Estimate

Date	S.O. No.
2/12/2025	1662

<b>Bill To</b>
Solano Community College 1687 N. Ascot Pkwy Vallejo, Ca 94591

<b>Ship To</b>
Solano Community College 1687 N. Ascot Pkwy Vallejo, CA 94591 Dane 707-864-7000 ext 5574

Cert Sm. Business #40916 (exp: 2/28/2025) CSLB# 962308; DIR# 1000019046 FEIN: 72-1601790	Rep TVH	Customer P.O. No.	Terms Due on Delivery	Job/Delivery Date 2/12/2025
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Item	Description	QTY	Rate	Amount
HUN20-2521-1	Adjustable Tire Hooks - This kit contains 8 adjustable tire hooks LF-214-138-1, LR-214-140-1, RF-214-139-1, RR-214-141-1 which may be used with QuickGrip adaptors and Three Dimensional TD Targets	1	1,062.97	1,062.97T
HUN20-2511-1	Wide Angle Extender Kit-Includes Left Wide Angle Adaptor, Right Wide Angle adaptor and Bay ID Decals, Used for additional measurements.	1	209.80	209.80T
HUN20-2497-1	Conventional Sensor Extension Kit - For surface-mount applications. Required when using conventional sensors with toe arms. Provides more room for toe arms during use. Suitable for RX10(K), RX12A(K), RX16(14K) racks.	1	897.36	897.36T
Freight	Freight charges	1	4,450.00	4,450.00
MAECOSERVICE	Service Call to Vallejo 94591 for Equipment Removal	1	295.00	295.00
MAECOLabor	Labor to Remove Alignment System - (1) Flush mount alignment rack - (1) John Bean Aligner - Includes lift removal, prep for transport, haul away and disposal	1	3,700.00	3,700.00

The sales order above has either been created or has been revised from the original and requires a signature below to approve the work listed and the new total balance due. Please sign to approve and a final invoice will be provided once the work is completed. Thank you.

**Subtotal**

**Sales Tax (9.25%)**

**Total**

**Payments**

**Balance Due**

PRINT \_\_\_\_\_

SIGN \_\_\_\_\_





Midstate Automotive Equipment Co.  
4238 Roseville Rd  
North Highlands, CA 95660  
Ph: 510-301-2633

# S.O. Estimate

Date	S.O. No.
2/12/2025	1662

<b>Bill To</b>
Solano Community College 1687 N. Ascot Pkwy Vallejo, Ca 94591

<b>Ship To</b>
Solano Community College 1687 N. Ascot Pkwy Vallejo, CA 94591 Dane 707-864-7000 ext 5574

Cert Sm. Business #40916 (exp: 2/28/2025) CSLB# 962308; DIR# 1000019046 FEIN: 72-1601790	Rep	Customer P.O. No.	Terms	Job/Delivery Date
	TVH		Due on Delivery	2/12/2025

Item	Description	QTY	Rate	Amount
MAECOForkliftR...	Forklift Rental - 1 day *Forklift appropriate for the above scope of work will be provided by Midstate. *If customer chooses to provide an adequate forklift for this job, the forklift fee will be waived	1	1,000.00	1,000.00T
MAECOPWFEE	Prevailing Wage Processing and Admin Fee	1	450.00	450.00
	NOTE:			
MAECOPrevailin...	This estimate is quoted at Prevailing Wages and Certified Payroll Records are available upon request		0.00	0.00
HUNINSTALL	All Hunter Equipment Must Be Paid In Full Before Installation - Proposal includes installation and on-site training by a Hunter Technical Representative for all Hunter Equipment. Electrical and compressed air connections to equipment are not included on this quotation.		0.00	0.00

<p>The sales order above has either been created or has been revised from the original and requires a signature below to approve the work listed and the new total balance due. Please sign to approve and a final invoice will be provided once the work is completed. Thank you.</p> <p>PRINT _____</p> <p>SIGN _____</p>	<b>Subtotal</b>	\$84,385.81
	<b>Sales Tax (9.25%)</b>	\$6,982.90
	<b>Total</b>	\$91,368.71
	<b>Payments</b>	\$0.00
	<b>Balance Due</b>	\$91,368.71

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

**TO: Members of the Governing Board**

**SUBJECT: CLINICAL EXPERIENCE AGREEMENT RENEWAL FOR  
ASSOCIATE DEGREE NURSING PROGRAM WITH  
VACAVILLE CONVALESCENT AND REHABILITATION  
CENTER**

**REQUESTED ACTION:**

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

**SUMMARY:**

This agreement renewal with Vacaville Convalescent and Rehabilitation Center serves to enhance clinical training opportunities for students enrolled in the Registered Nursing Program at Solano Community College. It is essential that this agreement remains up to date, undergoes regular reviews, and is amended as necessary. 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 the Vacaville Convalescent and Rehabilitation Center.

**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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<b>SUPERINTENDENT'S RECOMMENDATION:</b>	<input checked="" type="checkbox"/> <b>APPROVAL</b>	<input type="checkbox"/> <b>DISAPPROVAL</b>
	<input type="checkbox"/> <b>NOT REQUIRED</b>	<input type="checkbox"/> <b>TABLE</b>

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 21, 2025

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

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

March 5, 2025

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

## CLINICAL EXPERIENCE AGREEMENT

This Renewal Agreement is between **Vacaville Convalescent and Rehabilitation Center** (hereinafter known as **HEALTH CENTER**) located at **585 Nut Tree Road, Vacaville, Ca 95687**, and **Solano Community College** (hereinafter known as **SCHOOL**) and located at **4000 Suisun Valley Road, Fairfield, California 94534-3197** and is effective as of April 20, 2025.

### RECITALS

- A. *HEALTH CENTER* owns and operates an assisted living and skilled nursing care facility (hereinafter referred to as "Facility").
- B. *SCHOOL* owns and operates an **Associate Degree Nursing Program (ADN)** which is accredited by the **California Board of Registered Nursing**. *SCHOOL* desires its students to obtain practical experience at *HEALTH CENTER*'s Facility through participation in a clinical program for its **Registered Nursing** students ("Program").
- C. It is to the mutual benefit of the parties to this Agreement that the students of *SCHOOL*'s *Program* use such Facility for their clinical experience.

Now, therefore, the parties agree as follows:

#### 1. GENERAL INFORMATION

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

## 2. SCHOOL'S RESPONSIBILITIES

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

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

### **3. HEALTH CENTER'S RESPONSIBILITIES**

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

includes space for clinical conferences and access to *HEALTH CENTER's* Medical Library.

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

#### **4. AFFIRMATIVE ACTION AND NON-DISCRIMINATION**

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

#### **5. STATUS OF SCHOOL AND HEALTH CENTER**

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

## **6. INDEMNIFICATION**

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

## **7. INSURANCE**

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

## **8. TERM AND TERMINATION**

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

## **9. GENERAL PROVISIONS**

- A. Amendments. This Agreement may be amended at any time by mutual agreement of the parties without additional consideration, provided that before any amendment shall become effective, it shall be reduced to writing and signed by the parties. Notwithstanding the foregoing, should any provision of this Agreement be in conflict with a governing State or federal law, it shall be deemed amended accordingly.
- B. Assignment. Neither party shall voluntarily or by operation of law, assign or otherwise transfer this Agreement without the other party's prior written consent. Any purported assignment in violation of this Section shall be null and void.
- C. Attorney's Fees. In the event that any action, including arbitration, is brought by either party to enforce or interpret the terms of this Agreement, the prevailing party in such action shall be entitled to its costs and reasonable attorney's fees, in addition to such other relief as the court or arbitrator may deem appropriate.
- D. Captions. Any captions to or headings of the articles, sections, subsections, paragraphs, or subparagraphs of this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of validity of this Agreement or any provision hereof.
- E. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.



- F. Entire Agreement. This Agreement, including all Attachments, is the entire Agreement between the parties and no other agreements, oral or written, have been entered into with respect to the subject matter of this Agreement.
- G. Force Majeure. Neither party shall be liable nor deemed to be in default for any delay or failure in performance under this Agreement or other interruption of service or employment deemed resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, failure of transportation, machinery or supplies, vandalism, strikes or other work interruptions beyond the reasonable control of either party. However, both parties shall make good faith efforts to perform under this Agreement in the event of any such circumstances.
- H. Governing Law. The validity, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California.
- I. Notices. Notices required under this Agreement shall be sent to the parties by certified or registered mail, return receipt requested, postage prepaid, at the addresses set forth below:

1. Notice to the *HEALTH CENTER*:

Joe Niccoli, Administrator  
Vacaville Convalescent and Rehabilitation Center  
585 Nut Tree Road  
Vacaville, Ca 95687  
Telephone: (707)449-8000  
Jniccolivcrrc@yahoo.com

2. Notice to the *SCHOOL*

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

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

- J. Remedies. The various rights, options, elections, powers, and remedies of the respective parties hereto contained in, granted, or reserved by this Agreement, are in addition to any others that said parties may be entitled to by law, shall be construed as cumulative, and no one of them is exclusive of any of the others, or of any right or priority allowed by law.
- K. Severability. The provisions of this Agreement shall be deemed severable and if any portion shall be held invalid, illegal or unenforceable for any reason, the remainder of this Agreement shall be effective and binding upon the parties.
- L. Waiver of Provisions. Any waiver of any terms and conditions hereof must be in writing and signed by the parties hereto. A waiver of any term or condition hereof shall not be construed as a future waiver of the same or any other term or condition hereof.
- M. Compliance with Law and Regulatory Agencies. *HEALTH CENTER* and *SCHOOL* shall comply with all applicable provisions of law and other valid rules and regulations of all governmental agencies having jurisdiction over: (i) the operation of the *HEALTH CENTER*; (ii) the licensing of health care practitioners; and (iii) the delivery of services to patients of governmentally regulated third party payers whose members/beneficiaries receive care from *HEALTH CENTER*. This shall specifically include compliance with applicable provisions of Title 22 of the California Code of Regulations. *SCHOOL* shall also comply with all applicable standards and recommendations of the Joint Commission on Accreditation of Healthcare Organizations, bylaws and rules and regulations, and policies and procedures of *HEALTH CENTER* its Medical Staff and Medical Staff departments.

## 10. EXECUTION

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

## HEALTH CENTER

### Vacaville Conv. & Rehab. Center

By: Joe Niccoli  
Joe Niccoli

Title: Administrative  
Administrative

Date: 13 Feb. 2025

## SCHOOL

### Solano Community College

By: David Williams Ph.D  
David Williams Ph.D

Title: Vice President, Academic Affairs  
Vice President, Academic Affairs

Date: \_\_\_\_\_

AGENDA ITEM 12.(g)  
MEETING DATE March 5<sup>th</sup> 2025

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

**TO: Members of the Governing Board**

**SUBJECT: RESOLUTION NO. 24/25-13 PROCLAIMING MARCH 2025 AS  
WOMEN'S HISTORY MONTH**

**REQUESTED ACTION:**

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

**SUMMARY:**

Seeking Board approval of a Resolution to proclaim MARCH 2025 as Women's History Month.

**STUDENT SUCCESS IMPACT:**

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

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

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

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

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

**ADDRESS**

(707) 864-7159

**TELEPHONE NUMBER**

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

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

February 21, 2025  
**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

March 5, 2025  
**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

**SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD**

**RESOLUTION PROCLAIMING MARCH 2025 AS WOMEN’S  
HISTORY MONTH AT SOLANO COMMUNITY COLLEGE**

**RESOLUTION NO. 24/25-13**

**WHEREAS**, throughout U.S. history, women and women-identifying individuals of diverse backgrounds, abilities, gender expressions, and experiences have made significant contributions to the cultural, political, economic, and social landscape of our nation despite systemic barriers; and

**WHEREAS**, the women's rights movement in the United States has evolved through crucial milestones including the 1848 Seneca Falls Convention, the passage of the 19th Amendment in 1920 granting women's suffrage, the Civil Rights movement of the 1960s, the founding of the National Organization for Women in 1966, and the ongoing struggle for gender equity that continues today; and

**WHEREAS**, we acknowledge the disproportionate challenges faced by women of color, indigenous women, women with disabilities, immigrant women, and LGBTQ+ and trans women who continue to navigate compounded barriers of discrimination; and

**WHEREAS**, we recognize pioneering women leaders such as Dolores Huerta, co-founder of the United Farm Workers; Shirley Chisholm, the first Black woman elected to Congress and first woman to run for the Democratic presidential nomination; Wilma Mankiller, the first woman elected as Principal Chief of the Cherokee Nation; Deb Haaland, the first Native American to serve as a cabinet secretary as U.S. Secretary of the Interior; Cecilia Chung, Marsha P. Johnson, and Sylvia Rivera, transgender rights activists; Yuri Kochiyama, internment camp

**(Continuing – Page 2)**

survivor and civil rights activist; and Sally Ride, the first American woman in space, who have broken barriers and inspired generations; and

**WHEREAS**, this year’s Women's History Month theme, “*Moving Forward Together: Women Educating and Inspiring Generations*,” provides an essential opportunity to educate our campus community about women's contributions throughout history and to inspire future generations to continue advancing gender equity, recognizing that the work of achieving gender equity requires ongoing commitment beyond a designated month of recognition; and

**BE IT RESOLVED**, that the Solano Community College District Governing Board proclaims March 2025 as Women’s History Month and encourages all departments, faculty, staff, and students to participate in related educational programs and activities.

**PASSED AND ADOPTED**, This 5th day of March 2025, by the Governing Board of Solano Community College District.

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**DENIS HONEYCHURCH, J.D.**  
**BOARD PRESIDENT**

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**KELLIE SIMS BUTLER, Ph.D.**  
**SECRETARY**

AGENDA ITEM 12.(h)  
MEETING DATE March 5, 2025

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

**TO: Members of the Governing Board**

**SUBJECT: FUNDING AGREEMENT BETWEEN SOLANO COLLEGE AND  
THE SOLANO TRANSPORTATION AUTHORITY FOR THE SCC  
INTERCAMPUS VANPOOL PILOT PROGRAM**

**REQUESTED ACTION:**

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

**SUMMARY:**

Intercampus vanpool pilot program to improve transportation access for SCC students. This project is supported with categorical funds.

**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> \$400,000
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**SUPERINTENDENT'S RECOMMENDATION:** ☐ APPROVAL ☐ DISAPPROVAL  
☒ NOT REQUIRED ☐ TABLE

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

**PRESENTER'S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

**ADDRESS**

(707) 864-7159

**TELEPHONE NUMBER**

Lisa Neeley, M.F.A.

**VICE PRESIDENT APPROVAL**

February 24, 2025

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

Kellie Sims Butler, Ph.D.  
Superintendent-President

March 5, 2025

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

**FUNDING AGREEMENT BETWEEN  
SOLANO COMMUNITY COLLEGE AND  
THE SOLANO TRANSPORTATION AUTHORITY  
FOR THE SOLANO COMMUNITY COLLEGE DISTRICT  
INTERCAMPUS VANPOOL PILOT PROGRAM**

**THIS FUNDING AGREEMENT (“AGREEMENT”)** is entered into this \_\_\_\_ day of \_\_\_\_, **2025** by and between the **SOLANO TRANSPORTATION AUTHORITY (“STA”)**, a joint powers authority consisting of the cities of BENICIA, DIXON, FAIRFIELD, RIO VISTA, SUISUN CITY, VACAVILLE, VALLEJO, and **SOLANO COMMUNITY COLLEGE DISTRICT (“SCC”)**, a community college district of the State of California. Unless specifically identified, the public agencies may be commonly referred to individually as “Party” or collectively as “Parties,” as the context may require.

**RECITALS**

WHEREAS, STA was created in 1990 through a Joint Powers Agreement between the County of Solano and the cities of Benicia, Dixon, Fairfield, Rio Vista, Suisun City, Vacaville, and Vallejo to serve as the Congestion Management Agency (CMA) for Solano County; and

WHEREAS, STA, as the CMA and the County Transportation Authority (CTA) for the County of Solano, partners with various transportation and planning agencies, such as the Metropolitan Transportation Commission (MTC), Association of Bay Area Governments (ABAG) and Caltrans District 4, to set countywide transportation priorities and to coordinate the delivery of transportation projects in furtherance of the identified transportation priorities; and

WHEREAS, SCC is a community college district serving its students at its main Fairfield campus and its satellite campuses in Vacaville, Vallejo, and Travis Air Force Base; and

WHEREAS, the Parties share a desire to improve access to transportation services for SCC students; and

WHEREAS, the Parties would like to initiate a pilot program (“Program”) for an intercampus vanpool service between SCC’s Vacaville, Fairfield, and Vallejo campuses; and

WHEREAS, SCC desires to provide funding for the implementation of the Program; and

WHEREAS, STA received Board approval on February 12, 2025 to enter into a funding agreement with SCC for the implementation of the Program; and

WHEREAS, STA and SCC desire to enter into this Agreement to define the respective roles and responsibilities of the Parties as set forth below.



## **AGREEMENT**

**NOW, THEREFORE**, in consideration of the mutual promises, the Parties agree as follows:

### **A. STA Roles and Responsibilities**

1. Engage a contractor to coordinate and perform the vanpool service for the Program.
2. Administer the various tasks of the Program such as coordination, development, and implementation of record-keeping procedures, reporting procedures, and financial tracking and payment disbursements to contractor.

### **B. SCC Roles and Responsibilities**

1. Contribute **\$400,000 per year** for the implementation of the vanpool service for the Program as outlined in **Attachment A.**
2. Reimburse STA for paid invoices within thirty (30) days of receipt.

### **C. Payments**

Contractor will invoice STA identifying the services completed. All contractor's invoices will be reviewed and approved by the Parties prior to STA issuing payment to Contractor. SCC will be responsible for reimbursing the STA for paid invoices within thirty (30) days of receipt.

### **D. Joint Responsibilities**

Each Party agrees to participate and work collaboratively to develop and implement the Program.

### **E. Term of Agreement**

This Agreement shall be in effect from **March 1, 2025 to June 30, 2026**, unless it is terminated or amended earlier as stipulated in this Agreement. This Agreement may also be terminated due to funding shortfalls or other unforeseen event(s), as mutually agreed to by the Parties.

### **F. Indemnification**

Each Party shall indemnify, defend, protect, hold harmless, and release the other Parties, their elected bodies, officers, agents, and employees, from and against any and all claims, losses, proceedings, damages, causes of action, liabilities, costs, or expenses (including attorneys' fees and witness costs) arising from or in connection with, or caused by any negligent act or omission or willful misconduct of such indemnifying Party in the performance of its obligations under this Agreement. This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages or compensation payable to or for the indemnifying party under workers' compensation acts, disability benefit acts, or other employee benefit acts.

## **G. No Waiver**

The waiver by any Party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

## **H. Assignability**

No Party to this Agreement shall assign or transfer any interest herein nor the performance of any duties or obligations hereunder, without the prior written consent of the other Parties, and any attempt by a Party to so assign or transfer this Agreement or any rights, duties or obligations arising here under shall be void and of no effect.

## **I. Governing Law and Venue**

The construction and interpretation of this Agreement and the rights and duties of the Parties shall be governed by the laws of the State of California with venue residing in Solano County.

## **J. Force Majeure**

No Party shall be liable or deemed to be in default for any delay or failure in performance under this Agreement or for any interruption of services, directly or indirectly, from acts of god, civil or military authority, acts of public enemy, war, strikes, labor disputes, shortages of suitable parts, materials, labor or transportation, or any similar cause beyond the reasonable control of the Party.

## **K. Dispute Resolution**

The Parties agree that any disputes between the Parties should be resolved initially without the intervention of a third party. Accordingly, should a dispute arise between the STA and SCC regarding the performance of this Agreement, the Parties agree that the STA Executive Director and SCC's President shall initially meet and confer. Should these two officers fail to reach consensus, the dispute shall be referred to STA Executive Board along with the Solano County Supervisor that is a member of the STA Board. Should the STA Executive Board fail to resolve the dispute, litigation may be commenced in the Solano County Superior Court.

## **L. Notices**

All notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, postage prepaid. Any mailed notice, demand, request, consent, approval or communication that a Party desires to give to the other Parties shall be addressed to the other Parties at the addresses set forth below. A Party may change its address by notifying the other Parties of the change of address. Any notice sent by mail in the manner prescribed by this paragraph shall be deemed to have been received five days following the date of deposit.

**SOLANO TRANSPORTATION AUTHORITY:**

Daryl K. Halls  
Executive Director  
423 Main Street  
Suisun City, CA 94585

**Attn: Lorene Garrett, Sr. Program Coordinator**

**SOLANO COMMUNITY COLLEGE**

Kellie Sims Butler, Ph.D.  
Superintendent-President  
4000 Suisun Valley Road  
Fairfield, CA 94534

**M. Interpretation**

Each Party has reviewed this Agreement and any question of doubtful interpretation shall not be resolved by any rule or interpretation providing for interpretation against the drafting Party. This Agreement shall be construed as if all of the Parties drafted it. The captions and headings contained herein are for convenience only and shall not affect the meaning or interpretation of this Agreement.

**N. Prior Agreements and Amendments**

This Agreement represents the entire agreement of the Parties with respect to the subject matter described herein, and no representations, warranties, inducements or oral agreements have been made by any of the Parties except as expressly set forth in this Agreement. This Agreement may only be modified by a written amendment duly executed by the Parties.

**O. Severability**

If any provision or portion of this Agreement is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

**P. Compliance with all Laws**

The Parties shall observe and comply with all applicable federal, state and local laws, ordinances, and codes including those of the Federal Highway Administration (FHWA).

**Q. Non-Discrimination Clause**

1. During the performance of this Agreement, the Parties and their subcontractors shall not deny any benefits or privileges to any person on the basis of race, religion, color, ethnic group identification, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age, sex or sexual orientation, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, ethnic group identification, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age, sex or sexual orientation. Each Party shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

2. The Parties shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), the regulations promulgated pursuant to it (Title 2, California Code of Regulations, section 7285.0, et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (sections 11135-11139.5) and any state or local regulations adopted to implement any of the foregoing, as such statutes and regulations may be amended from time to time.

#### **R. Access to Records and Retention**

All Parties, acting through their duly authorized representative, as well as any federal or state transit agency, the State Controller, the Comptroller General of the United States, and the duly authorized representatives of any of the Parties, shall have access to any books, documents, papers and records of any Party which are directly pertinent to the subject matter of this Agreement for the purpose of making audit, examination, excerpts and transcriptions. Except where longer retention is required by any federal or state law, the Parties shall maintain all required records for three years after final payment for any work associated with this Agreement, or after all pending matters are closed, whichever is later.

#### **S. Counterpart and Electronic Signature:**

As permitted under the U.S. Electronic Signatures in Global and National Commerce (ESIGN) Act of 2000, and the Uniform Electronic Transactions Act (UETA), the Parties hereby agree to conduct this transaction by electronic means. This Agreement may be executed through an electronic signature and may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The Parties agree that the electronic signatures appearing on this Agreement are intended by each Party using it to have the same force and effect as the use of a manual signature for the purposes of validity, enforceability, and admissibility.

#### **T. Signatory's Warranty:**

Each Party warrants to the other Party that he or she is fully authorized and competent to enter into this Agreement in the capacity indicated by his or her signature and agrees to be bound by this Agreement

#### **SOLANO TRANSPORTATION AUTHORITY**

By: \_\_\_\_\_  
Daryl K. Halls  
Executive Director

#### **Approved as to Form:**

By: \_\_\_\_\_  
Megan J. Callaway, STA Legal Counsel

#### **SOLANO COMMUNITY COLLEGE**

By: \_\_\_\_\_  
Kellie Sims Butler, Ph.D.,  
Superintendent-President

#### **Approved as to Form:**

By: \_\_\_\_\_

Mr. Daryl K. Halls  
Executive Director  
Solano Transportation Authority  
423 Main Street  
Suisun City, CA 94585-2413



Dear Mr. Halls,

In our efforts to enhance the educational experience of our students and increase accessibility, the Solano Community College District (SCCD) would like to partner with the Solano Transportation Authority to offer an intercampus shuttle service between our Vacaville, Fairfield, and Vallejo campuses. We are proposing a pilot program beginning in Spring 2025 that would provide free transportation for students during high-volume time blocks. This initiative will help level the playing field for students with transportation challenges, allowing them to access the full breadth of classes offerings, access essential resources, and participate in extracurricular activities across campuses.

The results of a student survey conducted in October reflect a compelling need for more reliable and affordable transportation for Solano Community College students. We received 142 responses, with 91 respondents indicating plans for taking classes at more than one of our campus locations in future semesters. Approximately two-thirds (66%) of those taking classes at multiple campuses indicated that they would use a free shuttle service between campuses, with 49 (54%) using it regularly and another 11 (12%) riding at least occasionally. Respondents who expressed interest in the shuttle cited inconsistent transportation, as well as fuel, parking, and vehicle maintenance costs as the primary barriers to enrolling in classes at multiple campuses.

For the pilot program, we would like to offer service Monday through Thursday each Spring, Summer, and Fall semester with a frequency of three trips per day. Based on student responses, peak times for service would be early morning (7:00-9:00am), mid-morning (9:00am-12:00pm) and early afternoon (12:00-3:00pm). SCCD is requesting a proposal based on the deployment of two separate 14-passenger, wheelchair-accessible, shuttles to and from the Vacaville and Vallejo Campuses with the Fairfield Campus as the point of origin. Ridership will be tracked by the college to guide us in adjusting service levels based on actual demand over time. While prioritizing students as our target audience, we plan to extend this service to faculty and staff in the future.

We are pleased to share that we have identified funding for this initiative through an existing Student Equity and Achievement (SEA) Grant (approximately \$3 million annually), which is funded by the California Community College Chancellor's Office. The Solano Community College District is prepared to earmark an annual maximum of \$400,000 of our SEA funding to provide this shuttle service free of charge to our students on an ongoing basis. We believe that this partnership not only removes barriers to education for our students but also aligns with Solano Transportation Authority's mission to deliver transportation projects to ensure mobility, travel safety and economic vitality for all.

4000 Suisun Valley Road | Fairfield, CA | 94534 | 707.864.7000 | Solano.edu



On behalf of the Solano Community College District, thank you for your time and consideration of this request for a partnership between the district and the Solano Transportation Authority. We look forward to hearing back from you soon. In the meantime, please reach out to us for any additional information you may need.

In partnership,

Kellie Sims Butler, Ph.D.  
Superintendent-President  
Solano Community College  
707.864.7299



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

**TO: Members of the Governing Board**

**SUBJECT: APPROVAL OF STATEMENT OF WORK (SOW) WITH  
FERRILLI – CORE BANNER SYSTEMS SUPPORT**

**REQUESTED ACTION:**

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

**SUMMARY:**

The agenda item seeks Board approval for the proposed Statement of Work (SOW) with Ferrilli for core Banner systems support. The Banner support will include monitoring, security, Banner system administration, Banner database maintenance, operating system administration, web server administration, and communication (monthly status reports and weekly meetings).

**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: \$118,000</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 21, 2025

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

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

March 5, 2025

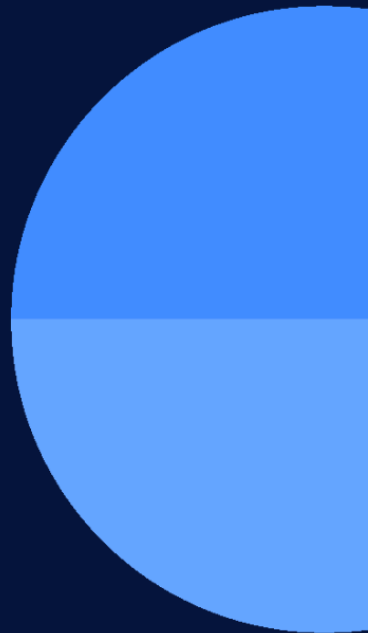
**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

# CORE Banner Systems Support-Standard

**PRESENTED BY:** Kimberly Steele, Ferrilli

**PRESENTED TO:** Solano Community College

**DELIVERED ON:** February 20, 2025



**FERRILLI**



# About Ferrilli

## Introduction

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Thank you for the opportunity to submit this proposal for our services. This proposal provides information regarding our company, overview of the assignment, and associated timing and cost.

We hope that you will choose Ferrilli and allow us to demonstrate the difference that dedicated customer-centric service, a proactive approach and deep higher education experience can make on student success.

It has been our experience that clients tend to think of Ferrilli in singular terms, such as the specific service we provided for them. Later, they are typically surprised to learn about our full range of capabilities. We want to emphasize from the start that when it comes to IT services for higher education, Ferrilli is ready and able to assist you in a variety of ways.

The relationship we have with each client is something we cherish. While we are known for our proactive approach, please remember that we are always ready to help with any questions, concerns, or additional needs you may have. We look forward to serving you.

Technology is  
**opportunity.**

---

Please direct questions regarding any portion of this proposal to:

**NAME: Kimberly Steele**

**TITLE: Regional Account Manager**

**PHONE: (805) 407-6200**

**EMAIL: [ksteele@ferrilli.com](mailto:ksteele@ferrilli.com)**

## Ferrilli is a technology services provider that accelerates a path to change through technology.

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Our company was founded in 2003 to fulfill the need for IT service professionals who truly understand the unique needs and challenges of higher education.

Our clients value our integrity, reliability, specialized experience, and diverse range of capabilities. They tell us that working with Ferrilli is like having a trusted partner or a skilled extension of their staff on-call 24/7/365. We are often called upon to solve problems, or to serve as a strategic partner who can help map out the best path forward.

The outcomes that technology allows you to achieve is **what really matters.**

---

### What you can expect.

- On every assignment, we objectively look for ways to maximize your return on technology and offer those suggestions to you. That's the Ferrilli way.
- We stand by our work and performance with unconditional support. We guarantee it.
- Think of us as a fully capable strategic partner who can solve a pressing technology problem, perform a technology audit, or provide the advice and support you need on any project.
- Our goal is the same as your goal—student success—and we focus our experience, creativity, and expertise to help achieve it on every assignment, large or small.
- Every institution is unique. That's why we take the time to get to know you. We listen and ask the right questions in order to thoroughly understand your needs and culture before ever making a single recommendation.

# Ferrilli Services

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The following list provides a general overview of our services. Please contact us if you have questions regarding additional technology services that are not listed here.

## Technology Effectiveness Assessments

We will help you assess institutional goals; gather input and feedback from students, faculty and staff campus-wide; identify solutions; develop initiatives aligned with priorities. The end deliverable is a solid plan, complete with strong buy-in and the budget required to achieve your goals.

## Leadership & Team Deployment

Our professionals have the skills and experience to keep your initiatives on track and perform seamlessly in a leadership capacity for as long as needed. We can also provide assistance with an executive search to fill a permanent position.

## ERP & SIS Support

Our ERP consultants and support team leverage unmatched technical and functional expertise to improve operations and business processes, reduce costs, and delight users across the campus.

## CORE Managed Services

Ferrilli's CORE higher education managed services provide cost-effective ways for colleges and universities to manage their most crucial IT services. We provide targeted expertise across the entire stack, from full managed services for your ERP and SIS to assistance with more specific solutions.

## Security, Cloud & Infrastructure Services

At a time when the consequences of service interruptions and data breaches have never been greater, our Security, Cloud & Infrastructure services ensure your systems can stand up to today's leading threats. And at a time when institutions are modernizing faster than ever before, we help you build and maintain an IT infrastructure that encourages innovation rather than stifling it.

## CRM Optimization

We provide support for a wide range of the most popular CRM systems in higher education today, including Salesforce, Microsoft Dynamics, Technolutions Slate, and specialized systems such as Ellucian's suite of CRM Recruit, CRM Advise, and CRM Advance.

## Dedicated Project Services

Available on a per-project basis to fulfill most higher education IT service needs, including custom programming, technical support, implementations, migrations, upgrades, enhancements and more!

**The Ferrilli Difference** can best be summed up as the unique combination of the following attributes and principles:

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### **We are higher ed**

The strength of our team stems from our backgrounds in the very institutions we serve. We've been on the inside and know where the value is hidden among your institution's complexity.

### **Outcomes over tech**

Ferrilli follows the outcome. Many firms can provide IT support. Fewer have the vision, capability, and knowledge to see the big picture: how the right technology can accelerate a path to true transformation and success.

### **If you're not happy, we're not happy**

Every company says they're built on a foundation of trust. We stake our money on it with a satisfaction guarantee.

### **Leading with service**

At Ferrilli, we practice an unparalleled commitment to customer service. This isn't an empty sales claim. It's intrinsic to our corporate culture.

### **Independent and objective**

We don't sell hardware or software. We believe that the best technology and the best path forward is the one that is right for the institution.

### **Commitment follows belief**

Ferrilli believes in the mission. We believe that education is a priority. We believe that empowering institutions means better outcomes for students. And we believe, in higher ed especially, that real change is achieved through collective effort.

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# Scope of Work

## TERMS AND CONDITIONS

### 1. Services

Ferrilli will provide services as directed in the completion of the tasks set forth in the attached Job Order. The Job Order, together with these Terms and Conditions, shall constitute the parties' Agreement. Ferrilli agrees to keep the Client regularly informed of the progress of work performed under this Agreement

### 2. Compensation

The Client will pay Ferrilli the agreed upon costs as set forth in the Job Order plus reasonable travel expenses as set forth in the Job Order. Ferrilli will invoice on the basis set forth in the Job Order for labor, travel time and travel expenses with payment due as set forth in the Job Order. No increase in amount or scope of services is authorized without formal written amendment to this Agreement through a Change Order executed by the parties.

### 3. Cancellation of Scheduled Services

The parties agree that once the Client and Ferrilli have scheduled a specific time during which Ferrilli will provide services under the terms of this Agreement, the Client shall pay Ferrilli for such services as if Ferrilli had performed such services on the date scheduled, unless the Client has notified Ferrilli that the Client would like to reschedule or cancel the scheduled services at least fifteen (15) business days prior to the date on which Ferrilli is scheduled to perform such services. The Client's payment shall include the full cost of scheduled consulting services and all actual out-of-pocket expenses incurred in advance of the scheduled consulting services (e.g., non-refundable airline tickets).

### 4. Term

This Agreement is effective upon signatures and will be presumed to continue in effect until cancelled by either party by providing at least 30 days' advance written notice to the other party.

### 5. Reports

Any and all files, notes, reports, manuscripts and any other work produced, prepared or developed by Ferrilli as a part of the work under this Agreement are the property of the Client and shall be provided to the Client upon the termination of this Agreement.

### 6. Independent Contractor; Relationship with Ferrilli

Ferrilli will control the means and manner in which work is performed under this agreement and, in all respects, Ferrilli's relationship to the Client will be that of an independent contractor, not an employee. Further, nothing contained herein shall be deemed or construed to create any agency relationship, joint venture, partnership or similar relationship between Client and Ferrilli. Neither party is authorized to incur any obligation in the other's name. Neither shall be held responsible or liable to the other except as specifically set forth in this Agreement. Neither party shall be held responsible or liable to the other party or to any third party for or on account of any act or omission by the other party except as specifically set forth in this Agreement. Consistent with this independent relationship, Ferrilli may

provide services to other clients which are substantially similar to the services provided to the Client.

## **7. Force Majeure**

Neither party to this Agreement will be liable to the other for any failure or delay in performance under this Agreement due to circumstances beyond its reasonable control including without limitation: acts of God; accident; labor disruption; acts, omissions and defaults of third parties; and official, governmental and judicial action not the fault of the party failing or delaying in performance. The effect of such an occurrence of a *force majeure* event shall result in the immediate termination of this Agreement unless both parties ratify, accept, or acknowledge that this Agreement shall continue.

## **8. No Warranty**

No warranty is stated or implied regarding the services provided under this Agreement. As such, Ferrilli specifically disclaims any and all warranties. Ferrilli makes no warranties or representations of any kind for the services. This means that Ferrilli is providing the services without warranties of any kind, either express or implied, including but not limited to warranties of title, non-infringement, or express or implied warranties of merchantability or fitness for any particular purpose. No advice or information given by Ferrilli or its agents or employees shall create any kind of warranty.

## **9. Indemnification**

Ferrilli agrees to and shall indemnify, defend and hold harmless the Client, its officers, agents and employees free and harmless from, against and in respect of all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries and deficiencies, including interest penalties and reasonable attorneys fees that the Client shall incur or suffer, which solely arise, result from, or relate to Ferrilli's negligence in providing the services set forth in this Agreement. Ferrilli shall only be liable for those losses, claims, or damages that arise as a result of performance under the terms, conditions, and period of this Agreement which solely and directly result from the negligence of Ferrilli and shall in no circumstance exceed amounts actually paid by the Client pursuant to this Agreement in aggregate.

## **10. Limitation of Liability**

Ferrilli and the Client acknowledge and agree that in no event will Ferrilli's liability in connection with the services provided by Ferrilli under this agreement exceed the amount actually paid to Ferrilli by the Client under this agreement and Ferrilli will not be liable for any special, incidental, or consequential damages, including without limitation loss of profits, loss of data, and loss of revenues, even if informed of the possibility thereof in advance. These limitations apply to all causes of action in the aggregate, including without limitation breach of contract, Ferrilli's negligence, strict liability, misrepresentation, and other causes of action based on similar legal theories. Ferrilli and the Client further acknowledge and agree that they are entering into this agreement on the understanding that the fees for the services provided by Ferrilli under this agreement have been set to reflect the fact that the Client's remedies, and Ferrilli's liability, shall be limited as expressly set forth in this agreement, and, if not so limited, the fees for the same services would have been substantially higher.

## **11. Client Representations and Indemnification**

Client represents and warrants (a) that it is duly authorized and empowered to enter into this Agreement, (b) the execution, delivery and performance of this Agreement by Ferrilli does not and will not conflict with, breach, violate or cause a default under any contract, agreement, license, instrument, order, judgment or decree to which Client is a party or by which it is bound, and (c) upon the execution and delivery of this Agreement, this Agreement shall be the

valid and binding obligation of Company, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency and similar laws affecting the rights of creditor generally. Client agrees to and shall indemnify, defend and hold harmless Ferrilli, its officers, agents and employees free and harmless from, against and in respect of all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries and deficiencies, including interest penalties and reasonable attorneys fees that Ferrilli shall incur or suffer, which solely arise, result from, or relate to Client's breach of these specific representations.

#### **12. Ownership of Works for Hire**

All matters produced under this Agreement shall be works for hire and shall become the sole property of the Client. Said works cannot be used for any other client or purposes without the Client's expressed written permission. The Client shall have all right, title and interest in said matters, including the right to obtain and maintain the copyright, trademark, and/or patent of said matters in the name of the Client. Ferrilli shall reserve the right to provide similar services or solutions to other clients to the extent that (a) Client does not exercise its rights to copyright, trademark and/or patent any of the said matter; or (b) such similar services do not use the Client's work product from the scope of work of this agreement; or (c) such similar services or solutions do not use the Client's valid copyrighted, trademarked, patented, or confidential materials.

#### **13. Worker's Compensation Insurance**

Ferrilli agrees to procure and maintain in full force and effect worker's compensation insurance covering its partners, employees and agents while said persons are performing services pursuant to this Agreement. In the event that an employee of Ferrilli performing this Agreement files a worker's compensation claim against the Client, Ferrilli agrees to defend and hold the Client harmless from such claim.

#### **14. Cyber Insurance**

Ferrilli maintains cyber insurance for services it provides pursuant to this Agreement. Client shall be entitled to review the current policy coverage terms and limits upon request.

#### **15. Nondiscrimination in Employment**

Ferrilli maintains a written policy against unlawful discrimination in employment because of race, color, religious creed, national origin, ancestry, physical handicap, marital status, or gender.

#### **16. Severability**

It is the intent and understanding of the parties hereto that if, in any action before any court or other tribunal of competent jurisdiction legally empowered to enforce this Agreement, any term, restriction, covenant, or promise is held to be unenforceable as a result of being unreasonable or for any other reason, then such term, restriction, covenant, or promise shall not thereby be terminated, but, that it shall be deemed modified to the extent necessary to make it enforceable by such court or other tribunal and, if it cannot be so modified, that it shall be deemed amended to delete therefrom such provision or portion adjudicated to be invalid or unenforceable, and this agreement shall be deemed to be in full force and effect as so modified and such modification or amendment in any event shall apply only with respect to the operation of this Agreement in the particular jurisdiction in which such adjudication is made.

#### **17. Waiver**

No provision of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in a writing executed by Client and Ferrilli.

#### **18. Non-Solicitation**

During the term of this Agreement, and for a period of six (6) months thereafter, the Client will not solicit for employment any employees of Ferrilli or its affiliates who, within six (6) months prior to such solicitation: (a) directly performed under this Agreement, (b) had substantial contact with the hiring party in relation to this Agreement, or (c) the hiring party became aware of due to, or derived from information learned through the performance of, this Agreement. For this purpose, "solicitation" does not include contact resulting from indirect means such as public advertisement, placement firm searches or similar means not directed specifically at the employee to which the employee responds on his or her own initiative. Notwithstanding the foregoing, either party may at any time, directly or indirectly, solicit and hire any employee of the other party if such employee did not resign but was terminated by the other party. Ferrilli will have the right to seek and recover direct damages from the Client for breach of this provision, including costs of suit and attorney's fees.

#### 19. Entire Agreement

This agreement contains the entire agreement between the parties hereto, and supersedes any and all other agreements heretofore made.

<b>Job Name</b>	CORE Banner Systems Support-Standard
<b>Institution</b>	Solano Community College
<b>Contract Contact</b>	Jon Cornelison
<b>Job Contact</b>	Claudia Tenty
<b>Hereafter referred to as "Client"</b>	

<b>Assigned Consultant</b>	TBD
<b>Scheduled Dates:</b>	Dates will be scheduled upon signature of proposal and availability.
<b>Account Manager:</b>	Kimberly Steele
<b>Account Manager Phone:</b>	(805) 407-6200

#### Summary of Needs:

CORE Systems Support Services are provided to Banner institutions who would like Banner DBA and System Administration support.

#### Scope of Work:

CORE Banner Systems Support-Standard:

Monitoring



- 24x7 Comprehensive Banner Monitoring and Response

#### Security

- Security and performance audits conducted on a regular basis
- Infrastructure Security Scans and Reports

#### Banner System Administration

- Banner Administrative Software Updates (patches, point releases)
- Self Service Banner 8.x upgrades (if in place)
- Self Service Banner 9.x upgrades (if already installed)
- Test Plan Development and Management
- Instance Management with clones from production
- Ellucian Solution Manager
- Oracle/Banner Performance Tuning

#### Banner Database Maintenance

For each applicable application database:

- Oracle Upgrades (coordination of Oracle patches and point releases with Banner)

#### Operating System Administration

- Operating System Upgrade Coordination
- Space Management/Disk Cleanup

#### Web Server Administration

- Tomcat Server Maintenance and Upgrades
- Coordination of Server Certificate Management

#### Communication

- Monthly Status Reports
- Weekly Meetings

#### **Approach/Methodology:**

##### Initial Assessment and Planning

- Conduct a comprehensive assessment of the current Banner environment.
- Develop an Operational Service Level Agreement (SLA) within the first 30 days of the contract.
- Develop an upgrade test plan and schedule in partnership with the client, to ensure a smooth and successful implementation of updates and patches.

##### Ongoing Monitoring and Support

- Implement 24x7 Banner monitoring and response to ensure network availability, CPU utilization, and disk and memory utilization are within acceptable parameters.
- Perform regular security audits in collaboration with local staff to maintain data security and access control.
- Conduct infrastructure security scans and generate detailed reports.

#### System Administration and Maintenance

- Execute Banner administrative software updates, including patches and point releases.
- Manage upgrades for Self Service Banner 8.x and 9.x (if already installed).
- Oversee instance management with clones from production and utilize Ellucian Solution Manager for optimal performance.

#### Database and Operating System Management

- Conduct Oracle security patching and routine database maintenance.
- Coordinate operating system upgrades with local staff and manage space and disk cleanup operations.

#### Web Server Administration

- Maintain and upgrade Tomcat servers.
- Coordinate server certificate management to ensure secure communication channels.

#### Communication and Reporting

- Provide monthly status reports.
- Hold weekly meetings with the client to discuss ongoing operations and address any concerns.

#### **Deliverables:**

##### Operational Service Level Agreement (SLA)

- Developed within the first 30 days of the contract, detailing expected service levels and performance metrics.

##### Monthly Reports

- Comprehensive reports covering monitoring results, security audits, system updates, and any incidents or performance issues.

##### Weekly Meetings

- Regular meetings to discuss system status, upcoming updates, and address any client concerns.

##### Security Audit Reports

- Detailed reports following each security audit, highlighting any issues and recommended actions.

##### Upgrade Test Plans

- Detailed plans for testing and implementing upgrades to minimize downtime and ensure smooth transitions.

#### **Client Responsibilities:**

##### Access and Collaboration

- Provide necessary access to systems and personnel to facilitate assessments, updates, and maintenance tasks.
- Ensure local staff are available for coordination of security audits and operating system upgrades.

##### Infrastructure Readiness

- Maintain the physical and network infrastructure to support the Banner environment and any necessary

upgrades.

#### Communication and Feedback

- Participate in weekly meetings and provide timely feedback on reports and recommendations.
- Communicate any changes in requirements or issues encountered promptly.

#### Scope Exclusions:

The following add-on services are not included in this scope of work but are available individually as add-on services.

Ancillaries Applications Not Covered (including, but not limited to)

- Degree Works (application layer)
- Clean Address
- Appworx (application layer)
- Axiom
- Eprint
- BDM

#### Additional Service Exclusions:

- Services beyond the outlined monitoring, administration, and maintenance tasks.
- Implementation of brand-new Banner modules.
- Custom development or significant modifications to existing Banner applications.
- Any third-party integrations not explicitly mentioned in the initial Assessment

#### Location of Work:

Remote

#### Special Pricing Agreement:

Foundation CCC Agreement # 0000-6199

#### Pricing:

**Monthly Rate: \$9,900.00**

**Term: 12**

**Total: \$118,800.00**

No travel or expenses are included.

- 1. All prices shall be held open for [30] days.**
- 2. All orders are subject to the terms and conditions included with this job order.**
- 3. Job order effective upon receipt of signed acceptance by client.**

For Ferrilli:



Robert Ferrilli, President

Date: 2025-02-20

**Accepted as to job order and terms and conditions.**

Signature


Presented to:

Solano Community College

Accepted by:

Susan Wheet

Printed Name



Signed Name

VP of Finance & Administration

Title

02/20/2025

Date

AGENDA ITEM 13.(a)  
MEETING DATE March 5, 2025

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

**TO: Members of the Governing Board**

**SUBJECT: FIRST READING RESPONDING TO INQUIRIES OF  
IMMIGRATION – BP 5175, AP 5175, and AP 2065**

**REQUESTED ACTION:**

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

**SUMMARY:** Solano Community College is committed to a safe, inclusive campus by protecting personal information and limiting its use strictly as allowed by law. The policy discourages non-enforcement collaborations with immigration agencies, provides guidance on handling immigration enforcement encounters, and outlines support measures for affected students, faculty, and staff. It also ensures that community members are not deterred from reporting crimes or cooperating with Public Safety due to fears about immigration status, fostering a safe campus environment focused on the educational excellence of all students. The policy complies with legal mandates such as AB 21 and SB 54.

**STUDENT SUCCESS IMPACT:**

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

*Ed. Code: Board Policy: 66093, 66093.3(h), and 68076*

*Estimated Fiscal Impact: N/A*

**SUPERINTENDENTS RECOMMENDATION:**

☐ APPROVAL ☐ DISAPPROVAL  
☒ NOT REQUIRED ☐ TABLE

Kellie Sims Butler, Ph.D.  
Superintendent-President

**PRESENTER'S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

**ADDRESS**

(707) 864-7299

**TELEPHONE NUMBER**

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

**VICE PRESIDENT APPROVAL**

February 26 2025

**DATE SUBMITTED TO**

March 5, 2025

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

## **SOLANO COMMUNITY COLLEGE DISTRICT**

### **RESPONDING TO INQUIRIES OF IMMIGRATION STATUS, CITIZENSHIP STATUS, AND NATIONAL ORIGIN INFORMATION 5175**

**POLICY:** Solano Community College is proud of the diversity of its students and employees and strives to foster a campus community that is safe, inclusive, and welcoming for everyone. The College is committed to protecting community members from intimidation, unfair investigations, and loss of opportunity.

Because of our commitment to all members of our campus community, the College will:

- limit access to personal information about students, faculty, and staff to the limits of the law;
- discourage collaboration with immigration agencies for nonenforcement activities;
- advise students, faculty and staff with respect to what to do if an individual learns of immigration enforcement activity on Solano Community College campuses or encounters immigration officers attempting to execute a federal immigration order on campus;
- instruct the College Department of Public Safety as to how to respond to immigration enforcement actions;
- instruct the Superintendent/President or their designee as to how to support any student, faculty, or staff person who may be the subject of an immigration order or inquiry on campus; and
- otherwise comply with AB 21.

Moreover, Solano Community College is dedicated to promoting an environment where no members of our community are hesitant or afraid to come forward to report crimes and/or otherwise cooperate with our Department of Public Safety because of their immigration status, including fear of intervention by U.S. Immigration and Customs Enforcement agency (ICE). The Department of Public Safety is not an immigration enforcement agency, and the College will not enter into agreements with local law enforcement agencies, or any other federal agency for the enforcement of federal immigration law, unless required by law. Moreover, the Department of Public Safety complies with The California Values Act, SB 54.

**REFERENCES** Education Code Sections 66093, 66093.3(h), and 68076; Title 5, Section 41905; SB 54 (2017-18); AB 21 (2017-18)

**GOVERNING BOARD REVIEW:** February XX, 2025

## **SOLANO COMMUNITY COLLEGE DISTRICT**

### **RESPONDING TO INQUIRIES OF IMMIGRATION STATUS, CITIZENSHIP STATUS, AND NATIONAL ORIGIN INFORMATION 5175**

#### **PROCEDURES:**

Unless required by federal or state law, the District shall not inquire specifically about a student's citizenship or immigration status or the citizenship or immigration status of a student's parents or guardians; nor shall personnel seek or require, to the exclusion of other permissible documentation or information, documentation or information that may indicate a student's immigration status, such as a green card, voter registration, a passport, or citizenship papers.

Where any law contemplates submission of immigration status or citizenship status information to satisfy the requirements of a special program, the District shall not use that documentation or information for decisions related to admissions or enrollment in courses or degree programs.

The District is not permitted to use immigration status, citizenship status, or national origin information in personal statements outside the application process, other than for legitimate educational interests, including the provision of a service or benefit relating to the student, such as health care, counseling, job placement or financial aid.

If the District learns of a student's immigration status through its application process (including the students' personal statement or answers to personal insight questions), the District shall create policies and procedures to protect such personal identifiable information and retain the information only to the extent it is necessary or required by law. The District shall avoid the disclosure of information that might indicate a student or family's citizenship or immigration status if the disclosure is not authorized by the Family Educational Rights and Privacy Act (FERPA) or state law.

Where permitted by law, the Superintendent/President of the District shall enumerate alternative means to establish residency, age, or other eligibility criteria for enrollment or programs, and those alternative means shall include among them documentation or information that are available to persons regardless of immigration status or citizenship status, and that do not reveal information related to citizenship or immigration status.

Examples of documents that can be used as proof of residency include but are not limited to:

- Registering a motor vehicle operated in California;
- Obtaining a California driver's license or California identification card;
- Filing a resident or nonresident California state income tax return;
- Listing a California address on a federal income tax return;
- Listing a permanent military address or home of record in California;
- A professional or vocational license obtained from a California state licensing agency (e.g., nursing, teaching credentials);



- Maintaining active resident memberships in California based professional organizations (e.g., police union, teachers' union); and
- Maintaining an active bank account at a California bank.

Where a District is permitted by law to request a minor student's parent's residency information in order to determine tuition or aid, the educational institution shall only require documentation or information that is available to persons regardless of immigration status (as noted above).

Where residency, age, and other eligibility criteria for purposes of enrollment or any program may be established by alternative documents or information permitted by law or this administrative procedure, the District's procedures and forms shall describe to the applicant, and accommodate, all alternatives specified in law and all alternatives authorized under this administrative procedure.

Specifically, where the District must determine a student's residency for purposes of in-state tuition, the District shall not inquire about a parent/guardian's citizenship or immigration status, and shall enumerate alternative means of establishing a parent/guardian's residency. If the student is considered a minor dependent of a California resident, the college or university shall only require documents to determine whether the parent has resided in California for one year (e.g. vehicle registration, lease agreements, etc.).

**REFERENCES** Education Code Sections 66093, 66093.3(h), and 68076; Title 5, Section 41905; SB 54 (2017-18); AB 21 (2017-18)

**GOVERNING BOARD REVIEW:** February XX, 2025

## SOLANO COMMUNITY COLLEGE DISTRICT

### IMMIGRATION ENFORCEMENT ACTIVITIES

2065

#### PROCEDURES:

##### **Responding to Requests for Access for Immigration Enforcement Activities**

District personnel shall provide guidance and offer to campus employees training addressing law enforcement access to campus buildings and student residences (if they exist). This guide shall include the following required topics:

- Instructions that law enforcement officers cannot enter living quarters to make arrests without a judicial warrant, valid consent, or exigent circumstances.
- Instructions that District personnel, including campus Public Safety officers, cannot consent to the entry into a residence or dormitory for the purpose of a search or arrest, but a judicial warrant or exigent circumstances may authorize officer entry without consent.
- College Department of Public Safety contact information to report concerns about the presence of officers engaged in immigration enforcement on any campus property.
- Samples of warrant and subpoena documents that could be used for access onto campus property, or to seize or arrest students or other individuals on campus.
- Sample responses for building personnel to use in response to officers seeking access for immigration enforcement purposes that avoids classroom interruptions, and that preserves the peaceful conduct of the school's activities.

District personnel shall advise all students, faculty, and staff to immediately notify the office of the Superintendent/President, or his/her/their designee, if he/she/they is advised that an officer engaged in immigration enforcement is expected to enter, will enter, or has entered the campus for immigration enforcement purposes. The College Department of Public Safety should also be notified as soon as possible. If any student or employee at one of the College's educational centers or educational sites encounters an officer engaged in immigration enforcement, they should immediately call the Superintendent/President's Office as well as the Department of Public Safety.

No personnel may consent to entry of District facilities or portions thereof.

District personnel shall advise all students, faculty, and staff responding to or having contact with an officer engaged in immigration enforcement executing an immigration order, to refer the entity or individual to the office of the Superintendent/President, or his/her/their designee, for purposes of verifying the legality of any warrant, court order, or subpoena.

If the officer declares that exigent circumstances exist and demands immediate access to the campus, District personnel should not refuse the officer's orders and immediately

contact the Superintendent/President or campus Chief of Public Safety.

The office or designee of the Superintendent/President's Office shall determine what type of authorization is being provided to support the officer's request for access:

- **A U.S. Immigrations and Customs Enforcement (ICE) "warrant":** Immediate compliance is not required. District personnel shall inform the officer that he/she/they cannot consent to any request without first consulting with the Superintendent/President. Provide copy of the warrant to the designated administrator (where possible, in consultation with legal counsel) as soon as possible.
- **A federal judicial warrant (search-and-seizure warrant or arrest warrant):** Prompt compliance with such a warrant is usually legally required, but where feasible, consult with the Superintendent/President before responding.
- **A subpoena for production of documents or other evidence:** Immediate compliance is not required. Inform the officer that the District cannot respond to the subpoena until after it has been reviewed by a designated administrator. Provide a copy of the subpoena to a designated administrator or legal counsel as soon as possible.
- **A notice to appear:** This document is not directed at the District. District personnel are under no obligation to deliver or facilitate service of this document to the person named in the document. If a copy of the document is received, it must be given to a designated administrator as District personnel should not attempt to physically interfere with an officer, even if the officer appears to be acting without consent or exceeding the authorization given under a warrant or other document. If an officer enters the premises without consent, District personnel shall make a record of the contact and forward the information to the Office of the Superintendent/President.

In making record of the contact with an immigration enforcement officer, District personnel shall provide the following information:

- Name of the officer, and, if available, the officer's credentials and contact information;
- Identity of all school personnel who communicated with the officer;
- Details of the officer's request;
- Whether the officer presented a warrant, subpoena, or court order to accompany his/her/their request, what was requested in the warrant/subpoena/court order, and whether the warrant/subpoena/court order was signed by a judge;
- District personnel's response to the officer's request;
- Any further action taken by the immigration officer; and
- Photo or copy of any documents presented by the agent.

District personnel shall provide a copy of those notes, and associated documents collected from the officer, to the general counsel or other designated campus official.

In turn, the general counsel or designated campus official shall submit a timely report to the District's governing board and the campus public safety office regarding the officer's requests and actions and the District's response(s).

### **Responding to Immigration Acts Against Students or Family Members**

If there is reason to suspect that a student, faculty member, or staff person has been taken into custody as the result of an immigration action, District personnel shall notify the person's emergency contact that the person may have been taken into custody.

District personnel shall designate a staff person as a point of contact for any student, faculty member, or staff person who may or could be subject to an immigration order or inquiry.

District personnel shall not discuss the personal information, including immigration status information, of any student, faculty member, or staff person with anyone, or reveal the personal information to anyone, unless disclosing this information is permitted by federal and state law.

District personnel shall maintain a contact list of legal service providers who provide legal immigration representation and provide this list free of charge to any student who requests it. At minimum, the list shall include the legal service provider's name and contact number, e-mail address, and office address.

If a student is detained or deported, or is unable to attend to his/her/their academic requirements because of an immigration order, District shall make all reasonable efforts to assist the student in retaining any eligibility for financial aid, fellowship stipends, exemption from nonresident tuition fees, funding for research or other educational projects, housing stipends or services, or other benefits the student has been awarded or received subject to and in compliance with its policy.

District personnel shall permit a student who is subject to an immigration order to re-enroll if and when the student is able to return to the District, subject to and in compliance with its policy and will make reasonable and good-faith efforts to provide for a seamless transition in the student's re-enrollment and reacquisition of campus services and support.

District personnel shall be available to assist any student, faculty, and staff who may be subject to an immigration order or inquiry, or who may face similar issues, and whose education or employment is at risk because of immigration enforcement actions.

**REFERENCES** Education Code Sections 66093 and 66093.3(h); SB 54 (2017-18); AB 21 (2017-18)

DRAFT