

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

TO: MEMBERS OF THE GOVERNING BOARD
SUBJECT: CONSENT CALENDAR - HUMAN RESOURCES
REQUESTED ACTION: APPROVAL

EMPLOYMENT 2020-2021

Part-Time Adjunct Assignment

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Toni Coleman	Adjunct Instructor – Cosmetology (not to exceed 67%)	08/13/20 – 12/18/20
Tasia Scott	Adjunct Instructor – Cosmetology (not to exceed 67%)	08/13/20 – 12/18/20
Marcelle Swinburne	Adjunct Instructor – History (not to exceed 67%)	08/13/20 – 12/18/20

Resignation

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Damany Fisher	Director, Corrections Education & Re-Entry Services	09/15/2020
Ward Stewart	Admissions & Records Analyst	08/14/2020

Out of Class Assignment

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Vernon Cunningham	General Maintenance Worker (75%); Custodian (25%)	07/01/20 – 06/30/21
Dagmar Kuta	Enterprise Resource Analyst	08/10/20 – 05/27/21

Mary Jones
Human Resources

August 7, 2020

Date Submitted

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

August 19, 2020

Date Approved

SOLANO COMMUNITY COLLEGE HUMAN RESOURCES CONSENT CALENDAR

Governing Board Meeting

August 19, 2020

Page 2

Short-Term/Temporary/Substitute

<u>Name</u>	<u>Assignment</u>	<u>Fund/Grant Name</u>	<u>Effective</u>	<u>Amount</u>
Saki Cabrera	Human Services Course Development & Instruction	Perkins	08/23/20 – 06/30/21	\$71.72/hr.
Sara Carolina Rico	Student Services Generalist-A&R	SEA	08/20/20 – 06/30/21	\$18.10/hr.
Rebecca Tili	Instructional Assistant (Tutor; Human Services)	Perkins	08/20/20 – 05/30/21	\$16.56/hr.

REQUEST FOR REDUCED WORKLOAD

In accordance with section 10.2 of the CCA/CTA/NEA Collective bargaining agreement, the following instructors are requesting a reduced workload for the 2020-2021 academic year. The reduction is authorized under section 22713 of the California Education Code.

<u>Name</u>	<u>Position</u>	<u>FTE</u>	<u>Date</u>
Sarah Donovan	Mathematics Instructor	From 1.0 to .55 (Revised)	08/01/20 – 05/27/21

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

TO: Members of the Governing Board
SUBJECT: CONSENT CALENDAR – FINANCE & ADMINISTRATION
REQUESTED ACTION: APPROVAL

PERSONAL SERVICES AGREEMENTS

Superintendent-President
Celia Esposito-Noy Ed.D.

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Regina Stanback Stroud	This PSA for Dr. Regina Stanback Stroud of RSS Consulting, LLC is to assist the College with implementing its equity goals during the 2020-2021 academic year. Dr. Stanback Stroud is a respected educator with decades of experience leading California community colleges as a faculty member, president, and chancellor and as a leader and facilitator in efforts to transform organizations and improve equity outcomes. The details of her work are included in the attached proposal.	September 1, 2020 – June 30, 2021	Not to exceed \$25,000.00

Robert V. Diamond
Vice President, Finance & Administration

August 10, 2020
Date Submitted

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

August 19, 2020
Date Approved

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

TO: **Members of the Governing Board**
SUBJECT: **CONSENT CALENDAR – FINANCE & ADMINISTRATION**
REQUESTED ACTION: **APPROVAL**

PERSONAL SERVICES AGREEMENTS

Superintendent-President (Cont'd)
Celia Esposito-Noy Ed.D.

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Satsuki Ina, Ph.D.	Convocation keynote speaker for Fall 2020	August 14, 2020- August 14, 2020	Not to exceed \$500.00

Finance and Administration
Robert Diamond, Vice President

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Mary T. Jones	Review of Human Resource business processes. Facilitation of collective bargaining. Development and presentation of training packages.	July 1, 2020 – June 30, 2021	Not to exceed \$75,500.00

<u>Robert V. Diamond</u> Vice President, Finance & Administration	<u>Celia Esposito-Noy, Ed.D.</u> Superintendent-President
<u>August 10, 2020</u> Date Submitted	<u>August 19, 2020</u> Date Approved

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

TO: **Members of the Governing Board**

SUBJECT: **WARRANTS**

REQUESTED ACTION:

Information **OR** **Approval**
 Consent **OR** **Non-Consent**

SUMMARY:

07/07/2020	Vendor Payments	11101824-11101836	\$ 82,386.39
07/07/2020	Vendor Payments	11101837-11101844	\$ 475,930.83
07/07/2020	Vendor Payments	11101845-11101925	\$ 875,443.59
07/14/2020	Vendor Payments	11101926-11101931	\$ 78,639.46
07/14/2020	Vendor Payments	11101932-11101978	\$ 368,108.75
07/17/2020	Vendor Payments	11101979-11102483	\$ 46,435.50
07/21/2020	Vendor Payments	11102484-11102490	\$ 250,332.50

CONTINUED ON NEXT PAGE:

STUDENT SUCCESS IMPACT:

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

<i>Ed. Code: 70902 & 81656</i>	<i>Board Policy: 3240</i>	<i>Estimated Fiscal Impact: \$4,349,978.01</i>
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SUPERINTENDENT’S RECOMMENDATION: **APPROVAL** **DISAPPROVAL**
 NOT REQUIRED **TABLE**

Robert V. Diamond
Vice President, Finance and Administration

PRESENTER’S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7209

TELEPHONE NUMBER

Robert V. Diamond, Finance and Administration

VICE PRESIDENT APPROVAL

August 07, 2020

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

August 19, 2020

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

SUBJECT: WARRANTS

REQUESTED ACTION:

Information **OR** **Approval**
 Consent **OR** **Non-Consent**

SUMMARY:

CONTINUED FROM PREVIOUS PAGE:

07/21/2020	Vendor Payments	11102491-11102494	\$ 68,679.00
07/21/2020	Vendor Payments	11102495-11102532	\$ 428,397.49
07/28/2020	Vendor Payments	11102533-11102535	\$ 45,899.96
07/28/2020	Vendor Payments	11102536-11102547	\$1,195,127.12
07/28/2020	Vendor Payments	11102548-11102633	<u>\$ 434,597.42</u>

TOTAL: \$4,349,978.01

Note: Warrant # 11101852 issued on 07/07/2020 in the amount of \$498,518.35 was later cancelled on 07/07/2020 and Warrant # 11101933 issued on 07/14/2020 in the amount of \$1,410.00 was later cancelled on 07/15/2020. Reducing the total warrants issued to \$3,850,049.66.

RECORDING REQUESTED BY:

When recorded mail to:

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

Notice of Completion

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

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

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

NAMES

ADDRESSES

-
6. Work of modernization on the property hereinafter described was completed on: 8/19/2020
 7. The Project Name is: Smart Classroom Upgrade Project #20-004
 8. DSA Number (if applicable): Not Applicable
 9. The contractor for such work of modernization is: Integrity Data & Fiber, Inc.
 10. The name of the contractor's Surety Co. is: American Contractors Indemnity Company
 11. The date of contract between the contractor and the above owner is: 1/16/2020
 12. The street address of said property is: 4000 Suisun Valley Road, Fairfield, California 94534; 2001 North Village Parkway, Vacaville, California 95688; and 545 Columbus Parkway, Vallejo, California 94591
 13. APN #: 0027-242-110; 0133-180-160; and 0081-800-340
 14. The property on which said work of modernization was completed is in the Cities of Fairfield, Vacaville and Vallejo, County of Solano, State of California, and is described as follows: Termination and removal of dated equipment and low voltage wiring and the installation of new AV equipment and associated low voltage cabling to produce seventy (70) smart classrooms.

Date

Signature of Owner – Celia Esposito-Noy, Ed. D.
Solano Community College District

Verification

I, undersigned, say:

I am Executive Bonds Manager Lucky Lofton
("President," "Owner," "Manager," etc.)

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

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

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

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: NEW CSEA POSITION DESCRIPTION: RECORDS
TECHNICIAN

REQUESTED ACTION:

- Information OR Approval
 Consent OR Non-Consent

SUMMARY:

The following job description is presented for Governing Board approval. The attached job description establishes a new position; Records Technician. The Records Technician performs a variety of specialized technical and clerical tasks and support duties serving the Admissions and Records functions. This position will be placed at Range 14 of the CSEA Salary Schedule.

STUDENT SUCCESS IMPACT:

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

<i>Ed. Code: 88009</i>	<i>Board Policy: 4010, 4720</i>	<i>Estimated Fiscal Impact: \$46,383.00 and Health and Welfare Benefits</i>
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SUPERINTENDENT'S RECOMMENDATION:

- APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Mary Jones
Human Resources

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7263

TELEPHONE NUMBER

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

VICE PRESIDENT APPROVAL

August 7, 2020

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

August 19, 2020

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

ADMISSIONS & RECORDS TECHNICIAN

Under the direction of an assigned manager, performs a variety of specialized technical and clerical tasks and support duties serving the Admissions & Records functions.

DISTINGUISHING CHARACTERISTICS: The employee assigned to this class reports directly to the manager of the Admissions & Records Office and performs specialized and complex tasks requiring previous work experience in Admissions & Records and demonstrated ability to resolve student issues in alignment with state and local regulations.

Responsibilities:

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

- Responsible for the accurate and timely processing of **student petitions**. Ensure that proper backdating protocols are used and notification of decisions are sent to students in a professional and timely manner.
- Review **residency/AB 540** applications, determine qualification and notify students of decisions, including identifying missing required documents.
- **International Student Program** serve as the primary contact for the program.
- Assist with **unit posting** from incoming transcripts from outside colleges and universities.
- Assist with **prerequisite clearing** from incoming high school and college transcripts.
- Responsible for **grade changes** by updating student records accurately and notifying student and faculty of updated student record.
- Responsible for updating **CCCApply** with new programs and discontinued programs, monitoring suspense applications and application errors.
- Train and provide work direction to **student workers**. Coordinate schedules and process student worker timesheets. Assist in recruitment and selection of student assistants; provide instruction in safe work procedures.
- Use complex features of desktop publishing, word processing, database management, spreadsheet or other specialized software to create, develop, format, type, proofread, and prepare a variety of documents. Utilize standard office equipment and instructional media (e.g. Microsoft Office Suite, Adobe, Banner, website management, ASSIST, TES/College Source and SARS grid).
- Maintain various records, files, logs and lists; enter data in computer databases and file paperwork as required. Perform other office duties including composing correspondence and written materials, establishing and maintaining filing systems; and operating a variety of office machines including, but not limited to, computers, peripheral equipment, calculators and copiers. Provide **administrative support** to assigned supervisor and assigned programs and services.
- Attend to a variety of office administrative details such as coordinating materials, transmitting information, keeping reference materials up to date, maintaining equipment and arranging for repair, maintaining physical environment and condition of various student services areas and requisitioning supplies and equipment.
- May be assigned student service generalist tasks.
- May occasionally work evenings and/or weekends at various campus sites and community locations.
- Perform other job-related duties as assigned.

Minimum Qualifications:

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

EDUCATION AND EXPERIENCE:Promotional:

- One year of experience at Solano Community College performing Student Services Generalist duties in Admission and Records.

General:

- Three years of increasingly responsible clerical experience preferably including college records and admissions, outreach, or financial aid experience. (30 units of college level course work from a regionally accredited college or university, may be substituted for one year of general work experience.)

Knowledge, Skills and Abilities:

- Knowledge of regulations governing the community college registration procedures.
- Ability to understand and explain SCC policies and procedures, state and federal laws, rules and guidelines, and community college curriculum, schedule, policies and procedures affecting Admissions & Records, attendance accounting and accreditation.
- Effectively present information and respond to questions from students, staff and the general public both verbally and in written formats.
- Add, subtract, multiply, and divide, using whole numbers, common fractions, and decimals.
- Solve practical problems and deal with variables in situations where only limited standardization exists.
- Use interpersonal skills including tact, patience, empathy, and courtesy.
- Coordinate multiple projects, set priorities and meet critical deadlines.
- Effectively operate and maintain an orderly environment.
- Work within a complex, integrated database.
- Operate a computer and applicable software.
- Work independently with minimal supervision.
- Meet schedules and time lines.
- Establish and maintain cooperative and effective working relationships with others.
- Speak clearly and effectively in public.
- Demonstrate sensitivity to persons with diverse socio-economic, cultural, and ethnic backgrounds, including the disabled.

PHYSICAL DEMANDS:

- The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable

accommodations may be made to enable individuals with disabilities to perform the essential functions.

- While performing the duties outlined in this classification, employees in this classification are regularly required to stand and sit for long periods of time, walk short distances on a regular basis, use hands and fingers to operate an electronic keyboard or other office machines, reach with hands and arms, stoop or kneel or crouch to file, speak clearly and distinctly to answer telephones and to provide information; and hear and understand voices over the telephone and in person. Some employees in this classification are frequently required to travel to other District locations to attend meetings or conduct work.
- All employees assigned to this classification must regularly lift, carry and/or move objects weighing up to 30 pounds.
- Specific vision abilities required for positions assigned to this classification include close vision (clear vision at 20 inches or less), color vision (ability to identify and distinguish colors), ability to adjust focus (ability to adjust the eye to bring an object into sharp focus).

WORK ENVIRONMENT:

- The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.
- The work assigned to this classification is typically performed in an office environment or various public or private locations where outreach activities may be conducted. While performing the duties of this classification, the employee regularly is exposed to extensive contact with students, frequent interruptions and the hazards of working with video display terminals. The work environment is moderately noisy.
- The employee in this assignment may work alone or with other staff.

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

TO: Members of the Governing Board

SUBJECT: RESOLUTION NO. 20/21-04 REQUESTING THE BOARDS OF SUPERVISORS OF SOLANO AND YOLO COUNTIES TO ESTABLISH TAX RATE FOR BONDS OF SOLANO COMMUNITY COLLEGE DISTRICT EXPECTED TO BE SOLD DURING FISCAL YEAR 2020-21, AND AUTHORIZING NECESSARY ACTIONS IN CONNECTION THEREWITH

REQUESTED ACTION:

Information **OR** **Approval**
 Consent **OR** **Non-Consent**

SUMMARY:

An election was held in the Solano Community College District on November 6, 2012 for the issuance and sale of general obligation bonds of the District for various college facility improvements in the maximum amount of \$348,000,000 (the “Measure Q”).

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:

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

Robert V. Diamond
Vice President, Finance & Administration

PRESENTER’S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 864-7855

TELEPHONE NUMBER

Robert V. Diamond
Vice President, Finance & Administration

VICE PRESIDENT APPROVAL

August 10, 2020

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

August 19, 2020
**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

SUBJECT: RESOLUTION NO. 20/21-04 REQUESTING THE BOARDS OF SUPERVISORS OF SOLANO AND YOLO COUNTIES TO ESTABLISH TAX RATE FOR BONDS OF SOLANO COMMUNITY COLLEGE DISTRICT EXPECTED TO BE SOLD DURING FISCAL YEAR 2020-21, AND AUTHORIZING NECESSARY ACTIONS IN CONNECTION THEREWITH

REQUESTED ACTION:

Information OR Approval
 Consent OR Non-Consent

SUMMARY:

CONTINUED FROM PREVIOUS PAGE

The schedule for issuing the next series of bonds authorized under Measure Q (the “Bonds”) currently anticipates selling such Bonds after the time that the Auditor-Controllers of the Counties calculates the taxes to be levied for District bonded debt during fiscal year 2020-21. Therefore, Resolution No. ___ is being brought before the Board of Trustees now to formally request that, pursuant to Education Code Sections 15252-15254, the Boards of Supervisors of the Counties of Solano and Yolo adopt a tax rate and levy a tax for the Bonds. The tax rate will be based upon an estimated debt service schedule prepared by the District. The Resolution further authorizes the District officials to file a certified copy of the Resolution with the Boards of Supervisors of the Counties and to deliver copies of the Resolution to the respective Auditor-Controller and Treasurer and Tax Collector of the Counties.

Adoption of this Resolution is necessary to ensure that property taxes are levied during fiscal year 2020-21 for the payment of the Bonds. The Bonds are expected to be sold during Fiscal Year 2020-21 in the estimated amount of \$30 million.

FISCAL IMPACT

There is no fiscal impact to the General Fund resulting from the issuance of the Bonds.

RECOMMENDATION

Staff recommends approval of RESOLUTION NO. 20/21-04 REQUESTING THE BOARDS OF SUPERVISORS OF SOLANO AND YOLO COUNTIES TO ESTABLISH TAX RATE FOR BONDS OF SOLANO COMMUNITY COLLEGE DISTRICT EXPECTED TO BE SOLD DURING FISCAL YEAR 2020-21, AND AUTHORIZING NECESSARY ACTIONS IN CONNECTION THEREWITH.

RESOLUTION NO. 20/21-04

RESOLUTION REQUESTING THE BOARDS OF SUPERVISORS OF SOLANO AND YOLO COUNTIES TO ESTABLISH TAX RATE FOR BONDS OF SOLANO COMMUNITY COLLEGE DISTRICT EXPECTED TO BE SOLD DURING FISCAL YEAR 2020-21, AND AUTHORIZING NECESSARY ACTIONS IN CONNECTION THEREWITH.

WHEREAS, this Board of Trustees (the “Board”) of the Solano Community College District (the “District”), located in Solano and Yolo Counties (the “Counties”), California, is authorized to, and intends to, issue a series of its bonds for purposes authorized by the voters of the District on November 6, 2012 (“Measure Q”);

WHEREAS, the Boards of Supervisors of the Counties are required to take action approving a tax rate for payment of indebtedness of the District during Fiscal Year 2020-21, and it is the responsibility of the Auditor-Controller of the respective Counties to calculate the several tax rates for the respective Board of Supervisors’ action thereon;

WHEREAS, this Board has determined that it is not possible or advisable to sell the District’s bonds in time to permit each of the Auditor-Controllers, or other appropriate officials of the Counties to calculate the tax rates necessary to pay debt service on such bonds in order that such tax rates may be reflected on 2020-21 property tax bills of taxpayers in the District;

WHEREAS, the Education Code provides that the Board of Supervisors of each county shall annually, at the time of making the levy of taxes for county purposes, estimate the amount of money required to meet the payment of the principal of and interest on the bonds authorized by the electors of the District and not sold, and which the Board of Trustees of the District informs the Board of Supervisors in their belief will be sold before the next tax levy, and further provides that said Board of Supervisors shall levy a tax sufficient to pay the principal and interest so estimated; and

WHEREAS, this Board deems it necessary and desirable to issue a series of the District’s bonds during Fiscal Year 2020-21, as authorized by the Government Code, and that each of the Counties levy a tax for payment on debt service estimated to come due on such bonds during Fiscal Year 2020-21, and believes that said bonds will be sold during said Fiscal Year.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF SOLANO COMMUNITY COLLEGE DISTRICT:

Section 1. Recitals. All of the above recitals are correct.

Section 2. Estimate of Tax Levy. The Superintendent/President or the Vice President, Finance and Administration of the District or such other officer of the District as either authorized officer may designate (each, an “Authorized District Representative”), are hereby authorized and directed to prepare, or cause the underwriters to the District, to prepare, an estimate of all payments of principal and interest which shall become due on a series of Measure Q bonds of the District expected to be sold prior to the making of the tax levy for Fiscal Year 2020-21, and to cause the debt

service schedule so prepared to be provided to the Boards of Supervisors and the Auditor-Controllers of the Counties and to any other officers of the Counties responsible for preparing the tax levy for bonds of the District and for levying said tax. The District estimates that the sale of its next series of bonds shall be in an estimated amount of \$30 million, an amount within the District's authorized but unissued bond allowance, and are expected to be issued during Fiscal Year 2020-21.

Section 3. Request to Counties to Levy Tax. The Boards of Supervisors of the Counties are hereby requested, in accordance with Education Code Sections 15252-15254, to adopt a tax rate for bonds of the District expected to be sold during Fiscal Year 2020-21, based upon the estimated debt service schedule prepared by officers of the District, and to levy a tax in Fiscal Year 2020-21 on all taxable property in the District sufficient to pay said estimated debt service. The proceeds of such tax shall be deposited into the debt service fund of the District established pursuant to the Education Code for bonds of the District.

Section 4: Application of Tax Proceeds. In the event that the bonds of the District are not sold during Fiscal Year 2020-21, or sold in such amount and on such terms that the proceeds of the tax requested in Section 3 hereof, or any portion thereof, are not required for payment of debt service due on the bonds, or payment of other outstanding bonds of the District payable from the debt service fund of the District, this Board hereby requests that each of the Auditor-Controllers, or other appropriate official of the respective Counties cause the remaining proceeds of the tax to be held in the debt service fund and applied to debt service on outstanding bonds of the District coming due in Fiscal Year 2021-22.

Section 5. Filing of Resolution. The Secretary of this Board is hereby authorized and directed to file forthwith a certified copy of this Resolution with the Clerk of the respective Boards of Supervisors of the Counties, and to cause copies of this Resolution to be delivered to each of the respective Auditor-Controller and the Treasurer-Tax Collector of the Counties.

Section 6. Further Authorization. The President of this Board, the Secretary of this Board, or any Authorized District Representative, shall be and they are hereby authorized and directed to take such additional actions consistent with the intent of this Resolution in connection with the sale of the bonds of the District, which any of them deem necessary and desirable to accomplish the purpose hereof.

Section 7. Effective Date. This resolution shall take effect from and after its adoption.

PASSED AND ADOPTED this 19th day of August, 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

President of the Board of Trustees of the
Solano Community College District

Attest:

Secretary to the Board of Trustees of the
Solano Community College District

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AMENDMENT #1 TO AEDIS ARCHITECTS
FOR ADDITIONAL PROFESSIONAL SERVICES FOR THE
FAIRFIELD CAMPUS BASEBALL- SOCCER BLEACHER
REPLACEMENT/FIELDS CLOSEOUT PROJECT**

REQUESTED ACTION:

Information **OR** **Approval**
 Consent **OR** **Non-Consent**

SUMMARY:

On September 04, 2019 the Board approved a professional services contract to Aedis Architects for architectural services for the Fairfield Campus Baseball-Soccer Bleacher Replacement/Fields Closeout Project.

Board approval is now requested for the attached Amendment Number 1 to increase the original professional services Agreement with Aedis Architects for additional design services needed for the Project.

CONTINUED ON THE NEXT PAGE

STUDENT SUCCESS IMPACT:

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

<i>Ed. Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact: \$7,080 Measure Q Funds</i>
SUPERINTENDENT'S RECOMMENDATION:		<input checked="" type="checkbox"/> APPROVAL <input type="checkbox"/> DISAPPROVAL <input type="checkbox"/> NOT REQUIRED <input type="checkbox"/> TABLE
Lucky Lofton Executive Bonds Manager <hr/> PRESENTER'S NAME		
4000 Suisun Valley Road Fairfield, CA 94534 <hr/> ADDRESS		<hr/> Celia Esposito-Noy, Ed.D. Superintendent-President
(707) 863-7855 <hr/> TELEPHONE NUMBER		
Robert V. Diamond Vice President, Finance & Administration <hr/> VICE PRESIDENT APPROVAL		<hr/> August 19, 2020 <hr/> DATE APPROVED BY SUPERINTENDENT-PRESIDENT
August 07, 2020 <hr/> DATE SUBMITTED TO SUPERINTENDENT-PRESIDENT		

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AMENDMENT #1 TO AEDIS ARCHITECTS
FOR ADDITIONAL PROFESSIONAL SERVICES FOR THE
FAIRFIELD CAMPUS BASEBALL- SOCCER BLEACHER
REPLACEMENT/FIELDS CLOSEOUT PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

Based on the site inspection conducted by the DSA Project Inspector, the existing ADA ramp that was installed at the Baseball Field during the Fields Project (DSA #02-109982) is no longer compliant with current code. The DSA Project Inspector is requiring that this ramp be brought up to current ADA standards in order to closeout the project.

The additional design work needed to complete this scope of work is beyond the original design scope of the Architect. The anticipated renovations of the existing ramp will require additional design, surveying, engineering, and DSA review/approval.

\$ 37,225.00 Original Contract Amount
\$ 7,080.00 Proposed Amendment #1
\$ 44,305.00 New Contract Amount

The Board is asked to approve this contract Amendment Number 1 to Aedis Architects in an amount not to exceed \$7,080.

The contract amendment is available online at:

<http://www.solano.edu/measureq/2020/200819%20Amend%20No1%20Aedis%20Arch%20Scvs%20BOT%20Item.pdf>

AMENDMENT No. 01 TO AGREEMENT

PARTIES

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

RECITALS

WHEREAS, District and Consultant entered into a Consulting Services Agreement ("Agreement"), dated September 4th, 2019, for architectural services related to the District's **Fairfield Campus Bleachers Replacement – Fields Closeout Project** ("Project"); and

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

AGREEMENT

1. Section 3. Compensation of the Agreement is amended to read:
3. Compensation. District agrees to pay the Consultant for services satisfactorily rendered pursuant to this Agreement a total fee not-to-exceed **Forty Four Thousand Three Hundred Five Dollars and 00/100 (\$44,305.00)**. This fee is a total of the September 4th, 2019 Agreement in the amount of \$37,225 and Amendment No. 01 in the amount of \$7,080. District shall pay Consultant according to the following terms and conditions:
 - 3.1. Payment for the Work shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after the Consultant submits an invoice to the District for Work actually completed and after the District's written approval of the Work, or the portion of the Work for which payment is to be made.
2. Exhibit A description of the scope of work shall be amended to include the following:

Scope of work includes additional design services needed to modify the existing Baseball Field ADA ramp at the Fairfield Campus. Design services include all design, surveying, and engineering needed to modify the existing ramp in order make it ADA compliant. This design will need to be reviewed and approved by DSA.
3. Except as set forth in this Amendment, all provisions of the Agreement and any previous extension(s) and/or amendment(s) thereto shall remain unchanged, in full force and effect, and are reaffirmed. This Amendment shall control over any inconsistencies between it and the Agreement and/or any previous extension(s) and/or amendment(s).
4. Consultant acknowledges and agrees that this Amendment shall not be binding on the Parties until and unless the Solano Community College District's Governing Board approves this Amendment.

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

Dated: _____, 2020

Dated: _____, 2020

**SOLANO COMMUNITY COLLEGE
DISTRICT**

Aedis Architects

By: _____

By: _____

Print Name: Lucky Lofton
Print Title: Executive Bonds Manager

Print Name: _____
Print Title: _____

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: APPROVAL OF CONTRACT CHANGE ORDER #8 TO
BHM CONSTRUCTION, INC. FOR THE FAIRFIELD
LIBRARY/LEARNING RESOURCE CENTER PROJECT

REQUESTED ACTION:

- Information OR Approval
 Consent OR Non-Consent

SUMMARY:

Board approval is requested for Change Order #8 to the Contract with BHM Construction, Inc., the general contractor for the Fairfield Library/Learning Resource Center (LLRC) Project. On October 16, 2019 the Board approved a Contract with BHM Construction, Inc. for the Fairfield LLRC Project.

CONTINUED ON THE NEXT PAGE

STUDENT SUCCESS IMPACT:

- Help our students achieve their educational, professional and personal goals
 Basic skills education
 Workforce development and training
 Transfer-level education
 Other: Provide complete functionality of new LLRC Building

Ed. Code: Board Policy: Estimated Fiscal Impact: \$117,423.00 State and Measure Q Funds

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Lucky Lofton
Executive Bonds Manager

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 863-7855

TELEPHONE NUMBER

Vice President, Finance and Administration

VICE PRESIDENT APPROVAL

August 7, 2020

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

August 19, 2020

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT CHANGE ORDER #8 TO BHM
CONSTRUCTION, INC. FOR THE FAIRFIELD
LIBRARY/LEARNING RESOURCE CENTER PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

During the process of construction and RFI/Submittal review, the following changes were made:

- Demolition, grading, concrete, fencing, utilities work, and landscaping at Substation 4 to install emergency fire sprinkler generator
- Additional signage required for code compliance;
- Metal stair details revised;
- Additional lighting controls required due to restroom revisions;
- Increase in weld area for brace frames; and
- Add power to electrified desk and adjustments to layout to comply with spacing requirements.

BHM's Change Order Request includes the cost of the time and material of the previously listed changes.

Following is a summary of the Contract:

\$ 30,279,100 Original Contract Amount
\$ 320,225 Previously Approved Change Orders (7)
\$ 117,423 Proposed Change Order #8
\$ 30,716,748 New Contract Amount, including this Change Order #8

The Board is asked to approve this Change Order #8 to BHM Construction in the amount of \$117,423.00 resulting in a new contract amount of \$30,716,748.00.

The Agreement is available online at

<http://www.solano.edu/measureq/2020/200819%20CO%2008R%20BHM%20Constrction%20LLRC%20Project%20BOT%20Agenda.pdf>



SOLANO SWINERTON
COMMUNITY COLLEGE MANAGEMENT & CONSULTING

Change Order

Solano Community College District
4000 Suisun Valley Road
Fairfield, CA 94534
Tel: 707-864-7189 Fax: 707-207-0423

Change Order # 8
Project Number: 19-009
Date: 19-Aug-20

DSA File No.: 48-C1
DSA App. No.: 02-116761

Project: Solano Community College District
Library Learning Resource Center (LLRC) Project
Fairfield Campus

Construction Manager:
Swinerton Management and Consulting
260 Townsend Street
San Francisco, CA 94107

To: BHM Construction, Inc.
221 Gateway Road W, Ste. 405
Napa, CA 94558

The Contract is Changed as Follows:

PCO No.

41.1	Demolition, grading, concrete, fencing, utilities work, and landscaping at Substation 4 to install emergency fire sprinkler generator from CCD 009	\$95,622.00
51.1	Additional signage required for code compliance	\$2,292.00
52	Additional lighting controls required due to restroom revisions	\$5,070.00
55	Increase in weld area for brace frames	\$4,496.00
57	Metal stair details revised	\$2,357.00
58	Add power to electrified desk and adjustments to layout to comply with spacing requirements	\$7,586.00

TOTAL COST OF CHANGE ORDER	Add	\$117,423.00
	Deduct	\$0.00
FINAL CHANGE ORDER AMOUNT:		\$117,423.00

Original Contract Sum:	\$ 30,279,100.00
Total Change By Previous Change Order:	\$ 320,225.00
Contract Sum Prior to This Change Order:	\$ 30,599,325.00
Original Contract Sum will be Increased by This Change Order:	\$117,423.00
The New Contract Sum Including This Change Order Will Be:	\$ 30,716,748.00
The New Contract Completion Date Will Be:	
Contract Time Will Be Unchanged by This Change Order:	X
The Date Of Substantial Completion As Of This Change Order Is:	4/30/2021

Construction Manager: _____
Swinerton Management and Consulting
260 Townsend Street
San Francisco, CA 94107

Date: _____

ARCHITECT: _____
Noll & Tam Architects
729 Heinz Avenue #7
Berkeley, CA 94710

Date: _____

CONTRACTOR: _____
BHM Construction, Inc.
221 Gateway Road W, Ste. 405
Napa, CA 94588

Date: _____

OWNER: _____
Lucky Lofton
Executive Bonds Manager
Solano Community College District

Date: _____

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

TO: Members of the Governing Board

SUBJECT: CONTRACT AMENDMENT #1 TO APPLIED MATERIALS & ENGINEERING, INC. FOR SPECIAL INSPECTION SERVICES FOR THE LIBRARY/LEARNING RESOURCE CENTER PROJECT

REQUESTED ACTION:

- Information **OR** Approval
 Consent **OR** Non-Consent

SUMMARY:

On October 16, 2019, the Board approved a contract to Applied Materials & Engineering, Inc. for special inspections and testing services on the Library/Learning Resource Center (LLRC) Project.

In an effort to maintain re-sequenced project schedule, (required due to delay associated with DSA approval of fire sprinkler re-design), the off-site fabrication of steel was prioritized and resulted in extended hours for inspections. This, in turn, resulted in exceeding the original contract amount.

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: Ensure code and DSA compliance of new LLRC Building

<i>Ed. Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact: \$77,754.85 State and Measure Q Funds</i>
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SUPERINTENDENT’S RECOMMENDATION: **APPROVAL** **DISAPPROVAL**
 NOT REQUIRED **TABLE**

Lucky Lofton
Executive Bonds Manager

PRESENTER’S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 863-7855

TELEPHONE NUMBER

Robert V. Diamond
Vice President, Finance & Administration

VICE PRESIDENT APPROVAL

August 7, 2020

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

August 19, 2020

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AMENDMENT #1 TO APPLIED MATERIALS
& ENGINEERING, INC. FOR SPECIAL INSPECTION
SERVICES FOR THE LIBRARY/LEARNING RESOURCE
CENTER PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

Board approval is requested for Amendment #1 to the Applied Materials & Engineering, Inc. Contract to increase the total amount and cover the remaining required special inspections and testing services.

Contract Summary:

\$ 95,932.00 Original Contract Amount
\$ 0 Previously Approved Amendments (0)
\$ 77,754.85 Proposed Amendment #1
\$ 173,686.85 New Contract Amount

The Board is asked to approve this contract Amendment #1 to Applied Materials & Engineering, Inc. in the amount not to exceed \$77,754.85. Applied Materials & Engineering, Inc.'s new contract amount will be \$173,686.85.

The contract amendment is available online at:

<http://www.solano.edu/measreq/2020/200819%20Contract%20Amend%201%20AME%20for%20LLRC%20BOT%20Item.pdf>

AMENDMENT TO AGREEMENT

PARTIES

This FIRST Amendment to Agreement ("Amendment") is entered into between Solano Community College District ("District") and **AME** Applied Materials & Engineering, Inc. ("Consultant"), (collectively the "Parties").

RECITALS

WHEREAS, District and Consultant entered into a Consulting Services Agreement ("Agreement"), dated October 16, 2019, for services related to Fairfield Library/Learning Resource Center Project;

WHEREAS, District and Consultant desire to amend the Agreement to acknowledge additional efforts required to complete the remaining special inspections and testing;

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

AGREEMENT

1. Section 4 of the Agreement is amended to read in its entirety:

Compensation. District agrees to pay the Consultant for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed ONE HUNDRED SEVENTY-THREE THOUSAND SIX HUNDRED EIGHTY-SIX DOLLARS AND EIGHTY-FIVE CENTS (\$173,686.85) which is composed of the original contract amount of \$95,932.00 and Amendment #1 of \$77,754.85. District shall pay Consultant according to the following terms and conditions:

- 4.1 Payment for the Work shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after the Consultant submits an invoice to the District for Work actually completed and after the District's written approval of the Work, or the portion of the Work for which payment is to be made.
- 4.2 The Services shall be performed at the hourly billing rates and/or unit prices included in **Exhibit "B"**. If hourly billing applies, the itemized invoice shall reflect the hours spent by the Consultant in performing its Services pursuant to this Agreement.
- 4.3 If Consultant works at more than one site, Consultant shall invoice for each site separately.
- 4.4 Consultant shall only be paid for the time and effort needed to complete the actual scope of services required for this project; which may be less than the total amount noted in section "4. Compensation". If the total amount noted is not needed to complete the scope of services, any remaining balance shall be retained by the District.
- 4.5 Except as set forth in this Amendment, all provisions of the Agreement and any previous extension(s) and/or amendment(s) thereto shall remain unchanged, in full force and effect, and are reaffirmed. This Amendment shall control over any inconsistencies between it and the Agreement and/or any previous extension(s) and/or amendment(s).
- 4.6 Consultant acknowledges and agrees that this Amendment shall not be binding on the Parties until and unless the Solano Community College District's Governing Board approves this Amendment.

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

Dated: _____, 2020

Dated: _____, 2020

SOLANO COMMUNITY COLLEGE DISTRICT

APPLIED MATERIALS & ENGINEERING, INC.

By: _____

By: _____

Print Name: Lucky Lofton

Print Name: _____

Print Title: Executive Bonds Manager

Print Title: _____

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AMENDMENT #1 TO SALAS O'BRIEN FOR
 PROFESSIONAL SERVICES FOR THE BUILDING 300
 HVAC ASSESSMENT PROJECT**

REQUESTED ACTION:

- Information OR Approval
 Consent OR Non-Consent

SUMMARY:

On April 15, 2020 the Board approved a professional services contract to Salas O'Brien for building automation and mechanical engineering services for the Building 300 HVAC Assessment Project.

Board approval is now requested for the attached Amendment #1 to increase the original professional services Agreement with Salas O'Brien for additional design services needed for the project.

CONTINUED ON THE NEXT PAGE

STUDENT SUCCESS IMPACT:

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

<i>Ed. Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact: \$4,880 Measure Q Funds</i>
SUPERINTENDENT'S RECOMMENDATION:	<input checked="" type="checkbox"/> APPROVAL <input type="checkbox"/> DISAPPROVAL <input type="checkbox"/> NOT REQUIRED <input type="checkbox"/> TABLE	
Lucky Lofton Executive Bonds Manager		
PRESENTER'S NAME		
4000 Suisun Valley Road Fairfield, CA 94534		
ADDRESS		
(707) 863-7855		
TELEPHONE NUMBER		
Robert V. Diamond Vice President, Finance & Administration		
VICE PRESIDENT APPROVAL		
August 07, 2020		
DATE SUBMITTED TO SUPERINTENDENT-PRESIDENT		
		Celia Esposito-Noy, Ed.D. Superintendent-President
		August 19, 2020
		DATE APPROVED BY SUPERINTENDENT-PRESIDENT

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

**SUBJECT: CONTRACT AMENDMENT #1 TO SALAS O'BRIEN FOR
PROFESSIONAL SERVICES FOR THE BUILDING 300
HVAC ASSESSMENT PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

The original focus of the assessment was to develop concepts and cost estimates for modernizing the building's automated controls and HVAC system to convert the final building over the new Digital Controls System. During this assessment, multiple configurations were reviewed due to the complexity of the building, and the evolving needs of the District. This required multiple options be explored, ultimately leading to a final decision which will require additional effort to design.

The added design scope is to perform and develop an additional study to include a controls-only upgrade, while still maintaining the existing laboratory configuration for the HVAC system.

\$ 24,660.00 Original Contract Amount
\$ 4,880.00 Proposed Amendment #1
\$ 29,540.00 New Contract Amount

The Board is asked to approve this contract Amendment #1 to Salas O'Brien in an amount not to exceed \$4,880.

The contract amendment is available online at:

<http://www.solano.edu/measureq/2020/200819%20Amend%20No1%20Salas%20OBrien%20B300%20HVAC%20BOT%20Item.pdf>

AMENDMENT No. 01 TO AGREEMENT

PARTIES

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

RECITALS

WHEREAS, District and Consultant entered into a Consulting Services Agreement ("Agreement"), dated April 15th, 2020, for mechanical engineering services related to the District's **Building 300 HVAC Assessment Project** ("Project"); and

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

AGREEMENT

1. Section 3. Compensation of the Agreement is amended to read:
3. Compensation. District agrees to pay the Consultant for services satisfactorily rendered pursuant to this Agreement a total fee not-to-exceed **Twenty Nine Thousand Five Hundred Forty Dollars and 00/100 (\$29,540.00)**. This fee is a total of the April 15th, 2020 Agreement in the amount of \$24,660 and Amendment No. 01 in the amount of \$4,880. District shall pay Consultant according to the following terms and conditions:
 - 3.1. Payment for the Work shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after the Consultant submits an invoice to the District for Work actually completed and after the District's written approval of the Work, or the portion of the Work for which payment is to be made.
2. Exhibit A "Scope of Work" is amended to include the following:
Scope of work includes additional design services needed to perform and develop a additional study to include a controls-only upgrade, while still maintaining the existing laboratory configuration for the HVAC system.
3. Exhibit A "Schedule" is amended to include the following:
Consultant's work will be completed on or before September 15, 2020
4. Except as set forth in this Amendment, all provisions of the Agreement and any previous extension(s) and/or amendment(s) thereto shall remain unchanged, in full force and effect, and are reaffirmed. This Amendment shall control over any inconsistencies between it and the Agreement and/or any previous extension(s) and/or amendment(s).
5. Consultant acknowledges and agrees that this Amendment shall not be binding on the Parties until and unless the Solano Community College District's Governing Board approves this Amendment.

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

Dated: _____, 2020

Dated: _____, 2020

SOLANO COMMUNITY COLLEGE DISTRICT

Salas O'Brien

By: _____

By: _____

Print Name: Lucky Lofton
Print Title: Executive Bonds Manager

Print Name: _____
Print Title: _____

FACILITY USE AGREEMENT

THIS FACILITY USE AGREEMENT ("Agreement") is entered into as of this XX day of XXXX ("Effective Date") by and between the Solano Community College District, a California community college district ("District"), and the City of Winters, California, a municipal corporation ("City"). District and City may each be referred to individually as a "Party" or collectively as "Parties" in this Agreement. There are no other parties to this agreement.

RECITALS

A. The District has established and conducts vocational, academic and training programs for fire technology students seeking an associate degree or certificate as well as for apprentice and journey persons within the firefighting profession.

B. The City is a municipal corporation which maintains a full-time fire department that meets the requirements of State and local safety regulations, and its equipment and facilities are adequate, safe and suitable for Firefighter I Academy training.

C. The District and City wish to enter into this Agreement to provide the terms and conditions under which the City shall provide to the District instructional services, facilities, and equipment for the District's courses and training program for firefighters.

NOW THEREFORE, in consideration of the mutual covenants entered between the Parties, and in consideration of the benefits that accrue to each, it is agreed as follows:

AGREEMENT

Section 1. Recitals. The recitals set forth above ("Recitals") are true and correct and are hereby incorporated into and made part of this Agreement by this reference. In the event of any inconsistency between the Recitals and Sections 1 through 9 of this Agreement, Sections 1 through 9 shall prevail.

Section 2. Term. The term of this Agreement shall commence on the date first written above and continue for three (3) years, with one (1) renewable extension for an additional three (3) year period (the "Term"). If either Party intends to terminate this Agreement, notice shall be provided within ninety (90) days of the expiration date of the original Term. Without notice, this Agreement will renew for the additional three (3) year period.

Section 3. Instructional Services.

3.1 Provision of Instructional Services. The District shall be solely responsible for and have complete control of, the instructional and manipulative program for purpose of training eligible fire technology students, apprentice and journey level fire professionals.

3.2 Course offerings, The District typically offers a fall program and a spring program, as well as day and night programs that generally follow the lesson plan provided in Exhibit A incorporated herein by this reference. All dates and times shall be mutually agreed upon in writing by the Parties at

least ninety (90) days in advance of the beginning of the class. The District agrees to use the Winters facility exclusively each semester during the term of this Agreement. However, the District may elect to hold portions of an academy class off site for the purpose of field trips or at its own facilities.

3.3 The District will provide safety equipment and instruction. The District shall provide to each Firefighter I Academy student all required personal protective equipment and at least one instructor that will be responsible for the safety and supervision of all Firefighter I Academy students while using the City facilities and equipment.

3.3.1 The City's equipment to be used by the Firefighter I Academy students, depending on availability and operational needs of the City, may include:

- Forcible Entry Tools
- Aerial and Ground Ladders
- Power and Hand Saws
- Hydraulically Powered Vehicle Extrication Tools
- Portable Lighting Equipment
- Fire Hose, Nozzles, Fittings and Appurtenant Devices
- Pike Poles
- Fire Pumps
- Fire Engines
- Salvage Covers and Appurtenant Devices
- Fire Hydrants
- Ventilation and Confined Space Props and Appurtenances
- Ventilation Blowers and Smoke Ejectors
- Rescue Ropes and Appurtenances
- Portable Fire Extinguishers
- Drafting Pit
- Self-Contained Breathing Apparatus (SCBA) and Appurtenances

3.4 Instruction. "Instructors of Record" are the "Lead Instructor" or "Assistant Instructor" assigned by the District to instruct each specific Firefighter I Academy class. All Firefighter I Academy Lead Instructors and Assistant Instructors provided by the District will be employees of the District at all times. Lead and Assistant Instructors will be responsible for administering all safety requirements, providing supervision of the students, and administering all District rules and procedures pertaining to students while upon City property.

3A.1 At the discretion of the City, City fire department employees may volunteer to assist with the instruction of Firefighter I Academy students while under the direction of the Lead Instructor of the District. Prior to the use of City fire department employees, approval must be granted by a Chief Officer of the Winters Fire Department and said employees may not be used in lieu of regular instructors; Lead Instructors must be in attendance at all times.

3.4.2 City employees who are also adjunct faculty members of the District used to instruct Firefighter I Academy students will be acting as employees of the District and as such will be indemnified and compensated solely by the District. At no time will any employee be compensated by both Parties simultaneously.

3.5 District will provide insurance. The District will be responsible for providing proof of insurance coverage to the City for the Firefighter I Academy students, Lead Instructors, Assistant Instructors, and any volunteers while using Winters Fire Department equipment, facilities or appurtenances in accordance with Exhibit B incorporated herein by this reference.

3.6 District will indemnify the City. The District agrees to defend, indemnify and hold the City harmless from any claim, liability, loss, or expense (including reasonable attorney's fees and other costs of litigation) with respect to claims for any damages, bodily injury, death, or property damage including consequential damages arising out of the negligence, omission, or willful misconduct by the District, its agents, employees, or subcontractors. The District's obligations shall not apply to any injury, death or property damage caused by negligence or willful misconduct of the City or any of its officers, employees, agents, or subcontractors.

3.7 The City will indemnify the District. The City agrees to defend indemnify and hold the District harmless from any claim, liability, loss, or expense (including reasonable attorney's fees and other costs of litigation) with respect to claims for any damages, bodily injury, death, or property damage including consequential damages arising out of the negligence, omission, or willful misconduct by the City, its agents, employees, or subcontractors, except for City employees acting as set forth in Section 3.4.2 of this Agreement. The City's obligations shall not apply to any injury, death, or property damage caused by the negligence or willful misconduct of the District or any of its officers, employees, agents, or subcontractors.

3.8 The District will follow guidance. The District shall comply with Title V of the California Code of Regulations, and the "California Community College's Chancellor's Office Contract Guide for Institutional Service Agreements between College Districts and Public Agencies."

Section 4. Compensation.

4.1 Facilities provided and payment. The City shall arrange for and provide to the District a classroom and seating for a maximum of thirty-five (35) students, overhead projector, computer, VCR and screen, existing bathrooms currently available for each gender, parking and specified firefighting equipment and training skills props as described in section 3.3.1 above. This will be provided at the fire station located at 700 Main Street in Winters, California for the purpose of enabling Firefighter I Academy students and instructors to conduct the courses described in this Agreement during the days and times listed in section 3.2.

4.2 The District shall pay the City Two Dollars (\$2.00) per student per hour for each hour of instruction held at the City of Winters Fire Station. Firefighter I Academy attendance will be documented by a daily attendance roster, taken at the beginning of each academy class by the Instructor of Record and verified by the Fire Chief or designated City employee. The design of this roster, and the daily entries, shall be mutually agreed upon by both the District and the City with daily entries being verified by signatures of designated City and District employee or agents. Said payment will be made to the City by the District within thirty (30) days of being invoiced by the City upon the completion of each Firefighter I Academy class held at the City.

4.2.1 Not included in the payment set forth in Section 4.1 are the costs of expendable equipment owned by the City and used to instruct Firefighter I Academy students. Within one (1) month of written substantiation by the City of replacement, damage or unusual wear, the District agrees to pay the City, or replace in kind to the City, the following items:

- Plywood Replacement on the Ventilation Prop
- Photocopy Paper
- Replacement blades or chains on portable power tools
- Unusual Wear or Breakage of Hand Tools
- Disposable Ear Protection Devices
- Breakage or Unusual Wear of Equipment
- Vandalism to City Property Committed by Firefighter I Academy Students

4.3 Invoicing. All invoices submitted to the District shall be accompanied by records showing each individual student's daily attendance at classes of instruction. Said records must include the signatures of the District's Instructor(s) of Record. The City will submit the records on forms and schedules, and in accordance with procedures, established by the District. The attendance records maintained by the District will be available at all times for review by City officials.

4.4 Termination if no funding. If, prior to the commencement of a given semester, the funds for compensation under sections 4.1 and 4.1.1 of this Agreement are not granted by the legislative body of the District, the City may terminate this Agreement upon sixty (60) days written notice.

Section 5. Default and Termination.

5.0 Breach. Any material breach of the terms of this Agreement shall constitute default of this Agreement. In the event of such a default, the non-defaulting Party shall provide written notice to the defaulting Party specifying the nature of such default. The defaulting Party shall have thirty (30) days to cure such default. If such default is not cured within such period, the non-defaulting Party may terminate the Agreement without further liability. Any unpaid balances owed by the District will be due immediately upon termination.

Section 6. Insurance.

6.0 Insurance. Within thirty (30) days of the Effective Date of this Agreement, District shall provide proof on insurance in accordance with Exhibit B of this Agreement.

Section 7. Representation and Warranties.

7.1 City representations. The City represents and warrants as follows:

7.1.1 The City is a municipal corporation of the State of California.

7.1.1 The City has the authority to enter into and perform the terms and provisions of this Agreement

7.2 District representations. The District represents and warrants as follows:

7.2.1 The District is a California community college district duly organized and existing in the State of California.

7.2.2 The District has the authority to enter into and perform the terms and provisions of this Agreement.

Section 8. Statutory Compliance.

8.1 Conformity. The Parties hereby acknowledge that it is their intention that this Agreement conform to provisions regarding contracts for institutional service agreements between college districts and public agencies, as set forth in Title V of the California Code of Regulations sections 51006, 53410, 55002, 55003, 55005, 55300, 58050, 58051, 58051.5, 58055, 58056, 58058(b), 58102-58106, 58108 and California Education Code sections 78015, 84752. In the event of any inconsistencies, the provisions of this Agreement are deemed reformed to comply with the Education Code and Title V.

8.2 City activity shall comply. The City hereby acknowledges that its activities pursuant to this Agreement shall be in compliance with the Civil Rights Act of 1964, Title IX of the Higher Education Act of 1972, U.S. Presidential Executive Order 11246 and subsequent amendments and al) other applicable local, state and federal statutes or regulations including but not limited to those related to health and safety.

Section 9. General.

9.1 Headings. Headings used in this Agreement are for reference purposes only and shall not be considered in construing this Agreement.

9.2 Notices. Any notice or communication required hereunder between City or District must be in writing, and may be given either personally, by facsimile (with original forwarded by regular U.S. Mail or Federal Express, UPS or other similar couriers providing overnight delivery), by registered or certified mail (return receipt requested), or by Federal Express, UPS or other similar couriers providing overnight delivery. If personally delivered, a notice shall be deemed to have been given when delivered to the party to whom it is addressed. If given by facsimile transmission, a notice or communication shall be deemed to have been given and received upon actual physical receipt of the entire document by the receiving party's facsimile machine. Notices transmitted by facsimile after 5:00 p.m. on a normal business day or on a Saturday, Sunday or holiday shall be deemed to have been given and received at 9:00 a.m. on the next normal business day; if given by registered or certified mail, such notice or communication shall be deemed to have been given and received on the first to occur of (a) actual receipt by any of the addressees designated below as the party to whom notices are to be sent, (b) on the date delivered as shown on a receipt issued by an overnight courier, or (c) five (5) days after a registered or certified letter confining such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If given by Federal Express or similar courier, a notice or communication shall be deemed to have been given and received on the date delivered as shown on a receipt issued by the courier. Any Party hereto may at any time, by giving ten (10) days written notice to the other Party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at the addresses in this paragraph set forth below:

If to the District:

Solano Community College District

Attn: Celia Esposito-Noy, Ed.D, Superintendent/President
4000 Suisun Valley Road Fairfield, CA 94534-3197
Phone: (707) 864-7000, extension 7112
FAX: (707) 864-7213

If to the City:

City of Winters

Attn: John W. Donlevy, Jr.
318 First Street
Winters, CA 95694
Phone: (530) 795-6710
FAX: (530) 795-4935

With a Copy to:

Winters Fire Department

Attn: Fire Chief, Brad L. Lopez
700 Main Street
Winters, CA 95694
Phone: (530) 795-6762
FAX: (530) 795-5432

9.3 Binding Effect. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their representative heirs, successors and assigns.

9.4 Time is of the Essence. Time is of the essence in this Agreement.

9.5 Severability. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force.

9.6 Modification. This Agreement may be modified or amended only by a writing duly authorized and executed by City and District.

9.7 Entire Agreement. This Agreement, including Exhibits "A" and "B", constitutes the sole and only agreement between the District and the City concerning the subject matter described herein. Any prior or other agreements or representations between the District and the City regarding those matters are null and void unless expressly set forth in this Agreement.

9.8 Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of California.

9.9 Compliance with Applicable Law. In providing the services required by this Agreement, City and District shall observe and comply with all applicable federal, state and local laws, ordinances, codes and regulations.

9.10 Third Party Beneficiaries. Nothing contained in this Agreement shall be construed to create any rights in third parties and the Parties do not intend to create any such rights.

9.11 Counterparts. This Agreement may be executed in counterparts and all counterparts so executed shall constitute an agreement binding on all Parties thereto. It shall not be necessary for each Party to execute the same counterpart hereof.

9.12 No Party Deemed to be Draftsman. The Parties agree that this Agreement has been arrived at through negotiation and that neither Party is to be deemed the party which prepared this Agreement within the meaning of Civil Code Section 1654.

9.13 Necessary Acts and Further Assurances. The Parties shall at their own cost and expense execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of this Agreement.

9.14 Waiver. The waiver by any Party to this Agreement of a breach of any provision hereof shall be in writing and shall not operate or be construed as a waiver of any other or subsequent breach hereof unless specifically stated in writing.

9.15 Venue. Any action arising out of this Agreement shall be brought in a court of competent jurisdiction in the County of Solano, California, regardless of where else venue may lie.

9.16 Attorney Fees. In any action brought by either Party to enforce the terms of this Agreement, the prevailing Party shall be entitled to recover its reasonable attorneys' fees.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as the day and year first above written.

SOLANO COMMUNITY COLLEGE DISTRICT:

SCC Superintendent

Signature: _____

Date: _____

City of Winters, City Manager

Signature: _____

Date: 7-22-2020

City of Winters, City Attorney
Approved As To Form:

Signature: _____

Date: 7/23/2020

City of Winters, City Clerk
Attest:

Signature: _____

Date: 7/23/2020

City of Winters, Fire Chief

Signature: _____

Date: 7/23/2020

"EXHIBIT A"

The California State Fire Training Lesson Plan Outlines for Firefighter I Academies will be utilized for both the INTENSIVE and EXTENDED academies. Said curriculum consists of the following 17 major operations:

1. Orientation
2. Basic Rescue Operations
3. Basic Fire Prevention
4. Fire Investigation
5. Use of Fire Equipment
6. Use of Rescue Equipment
7. General Fire Ground Utilization
8. Information Systems
9. Use of Hand Tools
10. Use of Power Tools
11. Public Education and Awareness
12. Advanced Fire Ground Utilization
13. Live Fire Exercises
- J 4. Basic Wild Land Hand Line Cutting Using Hand Tools and Chain Saws
15. Hazardous Materials Operational and Decontamination
16. Confined Space Awareness
17. Physical Fitness Exercises and Cardiovascular Workouts

"EXHIBIT B"

Insurance Requirements

District shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the District, its agents, representatives, employees or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (COL):** Insurance Services Office Fonn CG 00 01 covering CGL on an "occurrence basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Fonn Number CA 00 01 covering any auto (Code 1), or if District has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, - with- Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

If the District maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the District. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the District including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the District's insurance (at least as broad as ISO Form CG 20 IO 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).

Primary Coverage

For any claims related to this contract, the District's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the District's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

Waiver of Subrogation

District hereby grants to City a waiver of any right to subrogation which any insurer of said District may acquire against the by virtue of the payment of any loss under such insurance. District agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the District to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability / Insurers

Insurance is to be placed with insurers with a current A.M. Best¹ s rating of no less than A:VII, unless otherwise acceptable to the City.

Verification of Coverage

District shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the District's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Special Risks or Circumstances

City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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

TO: **Members of the Governing Board**

SUBJECT: **AGREEMENT BETWEEN JOHN F. KENNEDY
UNIVERSITY AND SOLANO COMMUNITY COLLEGE
DISTRICT**

REQUESTED ACTION:

- Information** **OR** **Approval**
 Consent **OR** **Non-Consent**

SUMMARY:

2020-21 Agreement between John F. Kennedy University and the Solano Community College District to provide mental health services to students of Solano Community College.

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: \$7,060</i>
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SUPERINTENDENT'S RECOMMENDATION: **APPROVAL** **DISAPPROVAL**
 NOT REQUIRED **TABLE**

Shannon Cooper, Psy.D.
Vice President, Student Services

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 864-7159

TELEPHONE NUMBER

Shannon Cooper, Psy.D.

VICE PRESIDENT APPROVAL

August 6, 2020

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

August 19, 2020

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**



COMMUNITY-BASED COUNSELING PROGRAM SERVICES AGREEMENT

This Community-Based Program Services Agreement (“the Agreement”) is entered into effective September 30th, 2020 (“Effective Date”) between **JOHN F. KENNEDY UNIVERSITY** (“**University**”), a California nonprofit, public benefit corporation affiliate as part of the National University System, located at 100 Ellinwood Way, Pleasant Hill, CA 94523, and **Solano Community College** (“**Affiliate**”), located at 4000 Suisun Valley Rd, Fairfield, CA 94534.

Whereas, John F. Kennedy University is a private institution of higher education accredited by the Commission for Senior Colleges and Universities of the Western Association of Schools and Colleges (“WASC”) offering a PsyD program to its students, but will anticipate teaching out by December 31, 2020 with the PsyD Program with plans to academically relocate the John F. Kennedy University School of Psychology, including the MA Counseling Psychology and PsyD programs, transitioning to National University, a California nonprofit, public benefit corporation affiliate as part of the National University System.

Whereas, clinical education regarding individuals, families, and groups is a required and integral part of the John F. Kennedy University’s educational curriculum;

Whereas, Affiliate has the facilities and professional expertise to provide clinical education to the Students and wishes to enhance its capacity to provide healthcare for the community by the addition of the Students; and

Whereas, it is in the mutual interest and benefit of University and Affiliate (hereinafter, collectively, “the Parties”) that the Students obtain their clinical experience at Affiliate in accordance with University’s educational programs and the requirements of applicable accreditation organizations;

Now, therefore, in consideration of the foregoing and the mutual covenants set forth below, the Parties agree as follows:

I. Duties and Responsibilities of John F. Kennedy University

A. **Administration of Program:** University shall have exclusive control over all academic issues concerning the Program, which shall include, without limitation: selection of course content and required textbooks; delivery of instruction; selection and approval of faculty; admission, registration, and retention of Students; evaluation of Students’ prior education; evaluation of Students’ progress; scheduling courses; awarding academic credit; setting requirements for clinical hours; and conferring degrees.

B. **Selection of Student Participants:** University shall recruit and select Students who are appropriately credentialed, licensed, and otherwise authorized to participate in their clinical experience program.

C. **Oversight and Supervision of Students’ Clinical Program and Practice:** University shall designate its own faculty qualified by training and experience to plan, assign, oversee, and evaluate the Students’ program activities, consistent with proper patient care and the educational needs and physical and emotional well-being of the Students. The names, phone numbers, and e-mail addresses of these faculty members shall be provided to Affiliate at the beginning of each school year (and as needed for replacements or additions after the school year begins). A single faculty member shall be designated by University to coordinate with and be liaison to Affiliate regarding the Students’ schedules and clinical practice. University shall notify Affiliate of any changes in faculty, curriculum, and policy that may affect the program.

During their period of clinical rotation at Affiliate, however, Students will be supervised solely by Affiliate’s staff, including, but not limited to: licensed psychologists, or other licensed mental health professionals as determined by mutual agreement between University and Affiliate.

D. Number and Schedules of Students: University shall provide Affiliate with the number, names, phone numbers, and street and e-mail addresses of Students mutually agreed upon to include in the program. University shall cooperate with Affiliate in coordinating, reviewing, and assigning work schedules of these Students while attending Affiliate. University and Affiliate will also mutually agree to the dates and length of the internship.

E. Background Checks: University will ensure that each Student assigned to Affiliate has passed a background check within six (6) months prior to commencement of the clinical program placement. The background check is to consist of, at least, the following screens: (a) U.S. County Criminal; (b) Residency History; (c) Social Security Verification; (d) Nationwide Sexual Offender Index; (e) Nationwide Healthcare Fraud and Abuse Scan; and (f) U.S. Patriot Act. In addition, the University will determine and confirm with Affiliate that each Student assigned to Affiliate, at a minimum:

1. has not been convicted of a felony, or misdemeanor involving any violent act, use or possession of a weapon, or act of dishonesty for which the record had not been sealed or expunged; and
2. is otherwise fit to participate in the program based on such information.

Upon request, University will provide Affiliate with written evidence that the above-referenced background check was performed prior to participation in the program. Expenses for background checks are to be covered by the University or the Students.

F. Students' Requirements: University shall advise all Students regarding the following requirements of the Students:

1. Comply with: Affiliate's applicable rules, regulations, policies, and procedures; State and Federal laws and regulations; and applicable standards and regulations of all applicable accreditation, professional, and ethical organizations.
2. When Applicable, cooperate in the timely preparation and maintenance of a complete medical record for each patient in whose care Counselors participate, on forms provided by Affiliate. If applicable, the medical record shall, at all times, remain the property of Affiliate, and shall never be taken outside Affiliate by any Counselor(s). Failure to comply with this requirement will be cause for Counselor discipline, including possible dismissal from the program.
3. Participate, consistent with the terms of this Agreement, in Affiliate's quality improvement, compliance, and risk management activities relevant to the Students' activities at Affiliate.
4. University understands that Affiliate may require Student to Submit to Affiliate following these conditions of their placement:
 - a. Proof of immunization or positive serology (titer) for rubella, measles (rubeola), mumps, and varicella;
 - b. Evidence of Hepatitis B either positive antibody titers or immunization (or a signed waiver for non-compliance);
 - c. Annual proof of negative tuberculosis testing by PPD skin test, or evidence of a negative chest x-ray;
 - d. Proof of any other health requirements of Affiliate and/or applicable State or Federal regulatory agency.
 - e. Upon Affiliate request, JFKU will inform each student to submit copies of said documentation to Affiliate.

G. Transportation: Students are responsible for their own transportation to and from Affiliate.

H. Health Insurance Portability and Accountability Act of 1996 (HIPAA): University and Students will comply with applicable Federal laws and regulations governing the privacy of patients' protected health information and the use

and/or disclosure of individually identifiable health information. Neither Affiliate nor the Students will, nor will they be asked to, provide University any individually identifiable health information of Clinic patients, in any form or media, and the University will not create, receive, maintain, or transmit such information in any form or media. Any Affiliate patient's individually identifiable health information the University acquires in any way will be immediately returned to Affiliate, and University will not use, disclose, or disseminate such information in any way before or after its return. The Parties agree that the University is neither a "Covered Entity" nor a "Business Associate" under HIPAA, and so no Business Associate Agreement is necessary. Before allowing Students to participate in any clinical program subject to this Agreement, the University shall ensure that Students complete Affiliate's patient privacy and confidentiality training program and materials regarding HIPAA, and California's Confidential Medical Information Act, and any other applicable laws, regulations, and ordinances, before beginning their clinical rotation at Affiliate.

I. Insurance.

1. Affiliate will obtain and maintain a broad form commercial general liability insurance policy with coverage of at least \$1,000,000 (one million) for each occurrence and \$3,000,000 (three million) in the aggregate, with no exclusion for molestation or abuse. Affiliate will provide University with proof of such insurance upon execution of this Agreement. For purposes of this Agreement, Affiliate and University will provide workers' compensation insurance coverage for their own employees, and Students are not employees of either Affiliate University.
2. University agrees to maintain at least \$1,000,000 (one million) per occurrence and \$3,000,000 (three million) in General Aggregate Liability Insurance coverage, with no exclusion for molestation or abuse. University agrees to provide Affiliate with a Certificate of Insurance including an Endorsement/Additional Covered Party Amendatory Endorsement/Additional Insured naming **Solano Community College** as an additional insured party in conjunction with this Clinical Education Affiliating Agreement. The Certificates of Insurance of both parties shall provide for thirty (30) days advance written notice to the other party of any modification, change or cancellation of any of the coverage requirements of this section.
3. University agrees that all Students are not employees of Affiliate and are not entitled to benefits of any kind or nature normally provided employees of the Affiliate and/or to which employees are normally entitled, including but not limited to, State Unemployment Compensation or Workers' Compensation. Students' primary coverage for Student injuries shall be Students' personal medical insurance.

J. Accreditation University shall at all times during the term of this Agreement be licensed or qualified to offer the Program to Students.

II. Duties and Responsibilities of the Affiliate

A. Structure of the Clinical Program: Affiliate shall provide nonexclusive access to Affiliate's premises and access to clinical practice to Instructors and Students designated by University, appropriate for successful completion of University's training program, and provided such access does not unreasonably interfere with the regular activities at Affiliate.

B. Orientation: Affiliate shall orient the faculty and Students to the rules, regulations, and practices of Affiliate, and shall also provide necessary regulatory, safety, and compliance training.

C. Oversight Obligations. Affiliate retains professional and administrative responsibility for services rendered to its patients as a condition of licensure required by Title 22, California Code of Regulations §70713, and any other applicable regulations or statutes. Accordingly, Affiliate shall maintain sufficient and qualified supervisors and staff in the departments where Students may be assigned for instruction and practice.

D. Staff Mentor: If specifically requested by University, Affiliate shall designate an on-staff professional with at least two (2) years clinical experience, to help Students fulfill specific clinical practice requirements mutually agreed upon by Affiliate and University.

E. Reservation of Rights Re Discipline: Affiliate reserves the right to reasonably discipline any Student or instructor who fails to comply with Affiliate policies and procedures. Discipline may result from conduct, work, or health status that, in the reasonable discretion of Affiliate supervisors, (a) creates a risk of harm to others, (b) materially interferes with Affiliate's ability to care for patients, or (c) impairs the Student's or instructor's participation in the clinical experience. In the event of such discipline, Affiliate shall notify University's faculty member liaison or the appropriate Assistant Dean or Dean. Appropriate Affiliate and University personnel shall reasonably try to discuss the incident before any final decision is made, but whether or not that happens, it is solely up to the Affiliate to decide whether any Student or instructor may be present at Affiliate at any time.

F. Confidentiality of Student Records (FERPA). If Affiliate, its employees or agents are provided access to any Student Information, Affiliate acknowledges that it is subject to and will fully comply with the privacy regulations outlined in the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g; 34 C.F.R. Part 99, as amended ("FERPA"), for the handling of such information. Affiliate will not disclose or use any Student Information except to the extent necessary to carry out its obligations under this Agreement and as permitted by FERPA. Affiliate shall be subject to and agrees to abide by University's established and published FERPA policies.

G. Student Progress Reports: Without invading or infringing legal privacy rights enjoyed by the Students, Affiliate shall provide University all information reasonably requested concerning any Student's clinical performance. Affiliate shall participate in the evaluation of Student performance only as agreed upon by the instructor, University, and Affiliate.

H. Provided Materials: For the benefit of Students and instructors, Affiliate shall: reasonably permit use of appropriate instructional materials, provide procedure manuals as necessary and available, and reasonably make available relevant administrative policies and procedures, job descriptions, and definitions.

I. Space and Storage. Affiliate agrees to provide Students with classroom space and an amount of storage reasonably necessary for University's instructional materials for use in the Program.

J. Compliance: Affiliate shall provide the University with a copy of their Code of Conduct and corporate compliance materials that describe Affiliate's plan for ensuring integrity, and ethical and legal compliance, with all applicable Federal and State laws.

K. Licensure and Accreditation. Affiliate shall maintain its facilities to conform to the requirements of the California Department of Health Services and, in addition, for acute care facilities, the Joint Commission on Accreditation of Health Care Organizations.

L. First Aid. Within its capacity, Affiliate shall provide any necessary emergency health care or first aid for a Student or Instructor in the event that an accident occurs at Affiliate. Any emergency health care or first aid provided by Affiliate shall be billed to the Student or, for instructors, to University, at Affiliate's normal billing rate for private pay patients. Except as provided in this section, Affiliate shall have no obligation to furnish medical or surgical care to any Student or Instructor.

III. **Mutual Terms and Conditions**

A. Term of Agreement: This Agreement shall commence on the Effective Date specified in the first paragraph on page 1, above, and shall continue in effect for one (1) year, or until earlier terminated according to the terms of this Agreement. During this Agreement's term either party may reopen negotiations, in whole or in part, by giving thirty (30) days prior written notice to the other party.

B. Termination of Agreement Without Cause: Either party may terminate this Agreement, for any reason, by giving the other party written notice thirty (30) days prior to the termination date. But such termination by either party shall not be effective, at the election of the other party, as to any Students who at the date of the written notice are participating in the program, until such Students have completed the program for the then current quarter.

C. Amendment or Modification: This Agreement may be amended, supplemented, modified, or altered at any time only by mutual written consent of the Parties. Without limitation, Affiliate and University agree to amend this Agreement to the extent required by an applicable regulatory authority or due to a change in applicable laws,

regulations or programmatic requirements, and the amendment does not materially affect the provisions of this Agreement.

D. **Non-discrimination:** Neither party shall unlawfully discriminate in its performance of this Agreement on the basis of race, creed, color, religion, sex, sexual orientation, gender, gender identity, gender expression, national origin, ancestry, age, physical or mental disability, marital status, military or veteran status, or any other legal classification.

Furthermore University understands that nothing in this Agreement alters or abrogates Affiliate's rights and obligations as a secular organization that may not discriminate on the basis of religion.

E. **Objections of Conscience:** The Parties agree that no Student or instructor will be required to participate in any procedure that is contrary to his or her religion or conscience. Among other things, this may mean that Students or instructors may not participate in clinic areas where such participation would be contrary to their religion or conscience.

F. **Publicity.** Neither University nor Affiliate shall cause to be published or disseminated any advertising materials, either printed or electronically transmitted, which identifies the other party or its facilities with respect to the Program, without the prior written consent of the other party.

G. **Records.** It is understood and agreed that all records, other than Student evaluation records and information, shall remain the property of Affiliate. Student records shall remain the property of University.

H. **Reservation of Rights Re Placement:** Both Parties reserve the right to withhold placement of Students with or without cause. Affiliate may not assign Students to locations other than those previously agreed upon with the University without the prior written consent of John F. Kennedy University.

I. **Choice of Law:** This Agreement shall be governed in all respects by the laws of the State of California.

J. **Relationship of Parties:** As between University and Affiliate there is no employee, independent agreementor, or consultant relationship. The Students and instructors when at Affiliate are volunteers, though for HIPAA compliance purposes the Students are considered part of Affiliate's "workforce" as that term is defined in the HIPAA regulations. This Agreement shall not create a partnership, joint venture, or business association between University, any of its Students, and Affiliate, and no Business Associate Agreement is needed.

K. **Compensation (select the appropriate option):**

- There is no form of compensation between University and Affiliate at this time regarding the subject of this Agreement, other than the coordination of stipend payments as detailed in Exhibit A. Any and all financial consideration between University and Affiliate that might arise in the future must be the subject of a separate written agreement.
- There is no form of compensation between the University and Affiliate at this time regarding the subject of this Agreement. Any and all financial consideration between the University and Affiliate that might arise in the future must be the subject of a separate written agreement.
- Services performed in accordance with this agreement will be funded by a third party payer as detailed in Exhibit A. Any and all financial consideration between University and Affiliate that might arise in the future must be the subject of a separate written agreement.
- Affiliate shall pay for services performed in accordance with this agreement according to the payment and fee schedule contained in Exhibit A.**

L. **Indemnification:** Each Party shall hold harmless, and indemnify the other Party and its directors, officers, agents, employees and students against any and all loss, liability, damage, or expense, including any direct, indirect or consequential loss, liability, damage, or expense, but not including attorneys' fees unless awarded by a court of competent jurisdiction, for injury or death to persons, including employees or students of either Party, and damage to property, including property of either Party, resulting from that party's intentional, willful, wanton, reckless or negligent conduct in connection with or arising out of the activity which is the subject of this Agreement.

Neither Party shall be indemnified hereunder for any loss, liability, damage, or expense resulting from its sole intentional, willful, wanton, reckless or negligent conduct.

M. Dispute Resolution: In the event of any dispute arising between the parties concerning the interpretation or enforcement of the provisions of this Agreement, the parties agree to first attempt in good faith to resolve the dispute between them. If that effort leads to the parties seeking to mediate their dispute, the deadlines in the rest of this section will not begin to run unless and until the mediation effort is abandoned, in writing, by one or both parties. If the parties cannot resolve the dispute (a) within thirty (30) days from the first notice in writing by either party of the existence of a dispute, or (b) through mediation efforts, then all matters in controversy shall be submitted to binding arbitration pursuant to California Code of Civil Procedure section 1280, et seq. using the offices of the American Arbitration Association in San Francisco.

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

O. Assignment: This Agreement is made for the benefit of John F. Kennedy University students, whom are all hereto forward assigned to National University along with the PsyD and/or MA Counseling Psychology programs on or about December 31, 2020. No other rights, duties, nor obligations under this Agreement, either in whole or in part, without the prior written consent of the other, may be assigned.

P. Severability: If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during its term, such provision shall be fully severable. This Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never been a part of the Agreement, and the remaining provisions shall remain in full force and effect, provided that the severed provision(s) are not material to the overall purpose and operation of this Agreement.

Q. Waiver: Waiver by either party of any breach of any provision or warranty or representation of this Agreement shall not be construed as a waiver of any subsequent breach of the same or any other provision. The failure to exercise any right hereunder shall not operate as a waiver of such right. All rights and remedies provided for herein are cumulative.

R. Counterparts. This Agreement may be executed in separate counterparts, none of which need contain the signatures of all parties, each of which shall be deemed an original, and all of which taken together constitute one and the same instrument. Electronic or scanned signatures will be deemed to have the same effect as original.

S. Entire Agreement: This Agreement represents the complete understanding between University and Affiliate. It shall supersede any and all prior oral or written understandings and promises relating to this subject matter.

T. Additional Terms and Conditions: Any attached exhibits, together with all documents incorporated by reference in the exhibits, form an integral part of this Agreement and are incorporated into this Agreement whatever reference is made to them to the same extent as if they were set out in full at the point at which such reference is made.

U. Notices: All notices under this Agreement shall be deemed to have been fully given when made (a) in writing and deposited in the United States mail, postage prepaid, certified mail, return receipt requested, or (b) in writing and deposited in the United States mail, and also e-mailed on the same date. All notices shall be addressed as follows:

John F. Kennedy University

Timothy Ford, MA, LMFT

Director, Office of Clinical Training & Community-Based Programs

100 Ellinwood Way, Pleasant Hill, CA 94523

tford@jfk.edu

(925) 969-3424

Affiliate: Solano Community College

Name: Celia Esposito-Noy

Title: Superintendent-President

Address: 4000 Suisun Valley Rd.; Fairfield, CA, 94534

Email: celia.esposito-noy@solano.edu

Telephone: (707) 864-7000 ext. 7299

The Parties have executed this Agreement as set forth below.

John F. Kennedy University

Name, Title:

Signature:

Date:

Solano Community College

Name, Title: Celia Esposito-Noy,
Superintendent-President

Signature:

Date:

Exhibit A Compensation and Payment

Affiliate shall pay for services performed in accordance with this agreement according to the Compensation and payment schedule contained in this exhibit.

Compensation Terms:

Affiliate agrees to compensate University for performance of services on the following basis. University will make best efforts to provide services to Affiliate at a rate of \$7060 per unit of service. Affiliate will pay for units of service that were fulfilled according to the payment schedule below.

Affiliate may request additional units of service at the same rate via email to University Representative.

Agreement Term: September 30th, 2020 – September 15th, 2021

Itemization of Cost per Unit of Service Requested

Affiliate Location	Units of Service	Total Cost
Solano Community College Fairfield	1	\$7060.00
Total		

Payment Schedule:

Payment Order	Service Dates	Amount Due	Invoice Sent By	Payment Due By
Initial Payment	October 1, 2019 – January 31, 2020	\$2353.33	January 1, 2020	February 1, 2020
Second Payment	February 1, 2020 – May 31, 2020	\$2353.33	May 1, 2020	June 1, 2020
Final Payment	June 1, 2020 – September 15, 2020	\$2353.34	September 1, 2020	September 30, 2020

Each invoice will bill for the cost of services provided within the corresponding time frame. Amount due listed above is an approximation.

EXHIBIT B
University REQUIRED to Complete
CRIMINAL BACKGROUND CHECK CERTIFICATION

Consultant/Independent University Agreement - Criminal Background Check

Name of Independent Consultant/University:		John F. Kennedy University
Services to be performed under the Agreement:		Field Work Placement, Graduate School Psychology Trainees / Interns
Locations where services will be performed:		Solano Community College, Fairfield
Check the applicable box(es) and fill in any blanks.		
1	<input type="checkbox"/>	I certify that none of my employees, nor myself, will have more than limited contact with Affiliate counselors during the term of the Agreement. Therefore, we have not been fingerprinted.
2A	<input checked="" type="checkbox"/>	If this box is checked, then Box 2B also applies and must be checked to indicate these employees have been fingerprinted. The following employees will have more than limited contact with Affiliate counselors during the term of the Agreement (attach and sign additional pages, as needed):
2B	<input checked="" type="checkbox"/>	I certify that the employees noted in 2A above have been fingerprinted under procedures established by the California Department of Justice, and the results of those fingerprints reveal that none of these employees have been arrested or convicted of a serious or violent felony, as defined by the California Penal Code.

Certification by University

"I certify that the information provided herein is true and accurate. I further acknowledge that during the term of my Agreement with the Affiliate, if I learn of additional information which differs from the responses provided above, I promise to forward this additional information to the Affiliate immediately."

John F. Kennedy University

Affiliate:

Name, Title: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

EXHIBIT C
John F. Kennedy University
Community-Based Counseling Programs
Schools & Colleges
Description of Services and Responsibilities of Each Party

Definitions

Counselors, for the purposes of this Agreement, are defined as graduate students in practicum from JFKU and other universities, as well as volunteer pre-licensed clinicians (e.g., Associate MFTs), hired as volunteers by JFKU Office of Clinical Training (JFKU OCT). Each Counselor is clinically supervised by a licensed clinician, hired by JFKU OCT, who has been licensed for at least two years.

Counseling services include and are not limited to, providing individual, group, or family therapy, classroom observations, consultations/collateral meetings with school staff, parents and/or other helping professionals. Group and individual sessions will typically last 45-50 minutes. Counselors will carry a minimum caseload of 5 face-to-face Student hours per week, per unit of service. This includes individual, family and group sessions. The maximum number of Student hours varies between each Counselor. It is dependent upon their time/scheduling constraints and the amount of clinical supervision they are able to receive.

Point of Contact (POC) is the person at the school site that will be available to the JFKU OCT Representative and Counselors for questions and concerns regarding the School/College-Based Program (SBP) placement.

Students are the Students of the District/School who are referred by the District/School to the Counselor(s) and become clients receiving counseling services from the assigned Counselor(s).

Unit of service is defined as 6 hours of counseling services at the school site each week for the duration of the contract.

Responsibilities of John F. Kennedy University Office of Clinical Training (JFKU OCT) and District/School

Both Parties agree that:

- This Agreement is mutually beneficial, in that it allows Counselors to gain experience towards graduation and licensure in their respective fields through providing mental health services to the Students of the District/School.
- Best efforts will be made to place the requested amount of Counselors within a reasonable time after the start date of this Agreement.
- JFKU OCT will not be liable for any damages resulting from the District/School's failure to ensure placement of Counselors within a reasonable time after the start date of this Agreement.

- JFKU OCT will pro-rate its fee for services if Counselors are not placed within a reasonable time after the start date of this Agreement due to any delay caused by JFKU OCT.
- JFKU OCT will not charge a fee for any requests of Counselors from the school that were not fulfilled by JFKU OCT.
- JFKU OCT will uphold confidentiality standards and will not share any Student related written documentation that contains Student identifying information.

John F. Kennedy University Office of Clinical Training (JFKU OCT):

- Will provide a SBP Representative who will be available to the School/District liaison and School Sites' POCs for coordination purposes and questions regarding the SBP and the Counselors assigned to their schools.
- Will provide specialized training orienting Counselors to the school culture and the roles and responsibilities of school personnel at the school site, and clinical issues that often arise in schools.
- Upon request by the District/School, may provide a utilization summary including any of the following information:
 - number of Students referred for counseling services
 - number of Students who received counseling services
 - the top four reasons for referral for counseling
 - ethnicity and gender of Student population who received counseling services

John F. Kennedy University Office of Clinical Training's Counselors:

- Will obtain a minimum of 5 face-to-face hours with Students per week contingent upon the school sites' ability to refer a reasonable amount of Students.
- Will not miss more than two days of scheduled service per contract terms lasting less than 8-9 months and no more than 4 days of scheduled service per contract terms lasting 10-12 months. If more than the allotted days are missed, the Counselor(s) will make best efforts to make up the day. School holidays and breaks will not be considered missed days.
- Will learn School policies and practices (promotion and retention, delivery of service for special needs Students, etc.).
- Will learn the school profile, background of Student population, and Student needs.
- Will become familiar with their assigned school's and surrounding community's resources for Students.
- Will demonstrate sensitivity and cross-cultural competence when working with Students and families from diverse ethnic, economic, and cultural backgrounds.
- Will work collaboratively with professionals from various disciplines (e.g. teachers, school administrators, psychologists, social workers, etc.) to support Students' overall school success.
- Will assist Students and their families to access health, mental health, and/or support services available within the District/School, and in the community when clinically appropriate.
- Will obtain the appropriate written consent to provide services for any and all Student's served.

- Will only be permitted to provide therapy to Students who are dependent adults or under the age of 18 after they have obtained the appropriate written consent of the parental/guardian, except in situations where a minor may legally and ethically consent for their own treatment.
- Will follow professional and ethical guidelines, school policies and procedures, and State and Federal law pertaining to providing therapy in a school setting.
- Will follow professional and ethical guidelines and State and Federal law pertaining to Student confidentiality. Information about a particular Student can and will only be shared with third parties if the Student provides written consent to exchange information with a specific third party. As a stipulation of receiving Counseling Services, Students will sign a Consent for Exchange of Information to share information with the School/District. However, Counselors will only share information verbally when it is in the best interest of the Student. The type of information shared will usually be in regards to goals and progress in treatment and relevant emergency information.
- Will immediately notify the POC, the Counselor's supervisor and SBP Representative in the event that an urgent or emergency circumstance is encountered by a Counselor, (i.e. call to Police, hospitalization evaluation, safety concerns, etc.).

District/School:

- Will make best efforts to refer a reasonable amount of Students to the Counselor(s) in order to maintain a minimum caseload of 5 face-to-face hours with Students per week, per unit of service by the end of the Counselor's second month placed at that site.
- Will provide the Counselor with a POC that they can refer to for questions and in case of emergency. The POC will also be available to coordinate with the SBP Representative in order to ensure needs for both the District/School and JFKU OCT are being met.
- Will give each Counselor an orientation to the District/School culture and the roles and responsibilities of personnel at the assigned school site.
- Will provide the Counselor with a room that will be uninterrupted while a Student is in session to protect Student confidentiality. The school will inform JFKU of the days of the week they will have room on campus for Counselors to conduct therapy.
- Will provide the Counselor with a JFKU OCT Referral Form for each Student referred to therapy. If District/School has a referral form that has been considered acceptable to use in place of the JFKU Referral Form by the SBP Representative, that form may be used instead.
- POC will complete an end-of-contract term evaluation of the SBP upon request of the SBP Representative.

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

TO: Members of the Governing Board

SUBJECT: TRANSFER OPPORTUNITY PROGRAM (TOP)
 AGREEMENT RENEWAL BETWEEN THE REGENTS OF
 THE UNIVERSITY OF CALIFORNIA AND SOLANO
 COMMUNITY COLLEGE

REQUESTED ACTION:

- Information OR Approval
 Consent OR Non-Consent

SUMMARY:

Board approval is requested for the Transfer Opportunity Program (TOP) Agreement between The Regents of the University of California and Solano Community College. By way of advising, academic preparation, and sharing best practices and school policies, the objective of TOP is to support Solano Community College in its efforts to increase the number of transfer ready students.

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: \$7,000.00</i>
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SUPERINTENDENT’S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Shannon Cooper, Psy.D.
 Vice President, Student Services

PRESENTER’S NAME

4000 Suisun Valley Road
 Fairfield, CA 94534

ADDRESS

707-864-7159

TELEPHONE NUMBER

Shannon Cooper, Psy.D., Student Services

VICE PRESIDENT APPROVAL

August 3, 2020

**DATE SUBMITTED TO
 SUPERINTENDENT-PRESIDENT**

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

August 19, 2020

**DATE APPROVED BY
 SUPERINTENDENT-PRESIDENT**

**UNIVERSITY UNDERGRADUATE ADMISSIONS
TRANSFER OPPORTUNITY PROGRAM AGREEMENT
(SOLANO COMMUNITY COLLEGE)**

The **Transfer Opportunity Program (TOP)** is a collaborative effort between The Regents of the University of California, on behalf of its department of Undergraduate Admissions (University) and SOLANO COMMUNITY COLLEGE (College). The mission of TOP is to support and enhance a transfer culture for College students. By way of advising, academic preparation, and sharing of best practices and school policies, the objective of TOP is to support College in its efforts to increase the number of transfer ready students.

Facilitating the transfer process of underrepresented students to a four year institution, particularly to University, is a primary objective.

By entering into an agreement to jointly support TOP services, both institutions expect to:

1. Share operational costs of the services.
2. Work collaboratively to identify, attract and motivate potential transfer students to pursue their education through the bachelor's degree level.
3. Work collaboratively to strengthen the academic preparation, performance and retention of the College students who seek transfer admission into University.
4. Focus on increasing the transfer rate of College's underrepresented students as well as those who do not traditionally transfer to four-year institutions.

TOP Services.

University TOP advisers will serve as a resource to the College's faculty, staff and students. Services include the following:

1. In collaboration with the College's transfer center staff or appropriate designee, the University TOP adviser will establish mechanisms for the early identification of potential transfer students, particularly those interested in transfer to University. This may include academic prep programs in local high schools that promote College attendance and university transfer.
2. TOP advisers will conduct transfer information sessions and workshops for students, faculty and staff.
3. TOP advisers will meet with students individually and/or in group forums to discuss course preparation for transfer to University. This includes appointments scheduled in advance by the Transfer Center staff and walk-in advising, schedule permitting.
4. TOP advisers will provide information and training to students, faculty, and staff in areas including but not limited to:
 - a. UC Application process;
 - b. University admission process;
 - c. University Transfer Admission Guarantee (TAG) process;
 - d. University major availability and requirements;
 - e. University academic program preparation;
 - f. University Student housing; and
 - g. Financial Aid process and resources.
5. TOP advisers will take referrals from College counselors, as well as make referrals to University services and academic departments as appropriate.

6. TOP advisers will act as a liaison between academic and administrative departments in areas pertaining to transfer, which include but are not limited to:
 - a. Articulation
 - b. Academic preparation
 - c. Financial aid
 - d. Student support services and programs
 - e. Intersegmental cross enrollment
 - f. TAG evaluation
7. TOP advisers will conduct/arrange special programs that may facilitate the transfer process, which may include but are not limited to:
 - a. Tours of the University campus
 - b. Special seminars for targeted audiences
 - c. Discover University Programming
 - d. TOP Summit for counselors
8. TOP advisers will attend College's Counseling Department meetings as appropriate.
9. TOP advisers will continue to utilize tools to serve College students most effectively. This includes, but is not limited to:
 - a. The use of the UC Transfer Admission Planner (TAP);
 - b. The use of distance advising when convenient to the student; and
 - c. The use of data reports to measure successes and potential needs for improvement. These data reports will also be made available to College upon request.
10. Deliver critical and timely admissions information to students and counselors. Provide admissions materials and publications and develop e-mail messages that specify academic preparation and requirements for University and other relevant admissions and orientation information.

Program Responsibilities.

It is understood that as a joint effort, each party will have a set of unique responsibilities to ensure the success of TOP and to serve the students at College most effectively.

University will fulfill the following responsibilities:

- 1) Assign dedicated TOP advisers that are knowledgeable in matters related to UC admission policy, University selection processes, and campus specific articulation.
- 2) In consultation with the College Transfer Center staff, or appropriate designee, will determine the frequency of visits to the Transfer Center and provide a schedule prior to the start of each academic term.
- 3) Provide College's articulation officer, transfer center staff and student services personnel with updates regarding changes in articulation or admission/selection requirements at University.
- 4) Encourage the mutual exchange of aggregate students' data between College's Office of Institutional Research (IR) and the University Office of Undergraduate Admissions for research purposes and service improvements.
- 5) Provide the lists of potential transfer students acquired from IR to various University recruitment offices upon request.
- 6) Participate in College's periodic review of the program and staffing needs.

College will fulfill the following responsibilities:

- 1) Provide appropriate space with internet access for University TOP advisers in order to advise students. Occasionally, will also provide space large enough to accommodate other transfer related events, workshops, and activities.
- 2) Provide administrative support for the TOP adviser in the following ways:
 - a. Appointment scheduling for walk-ins;

- b. Phone scheduling for calls; and
 - c. Publicizing TOP related events and services via College campus communication networks.
- 3) Update the TOP adviser on articulation and curriculum changes, as well as any administrative procedures that may affect the implementation of the program.
 - 4) Provide academic information for students meeting with the TOP advisers, preferably through direct electronic access to transcripts.
 - 5) Facilitate the collection of student data by encouraging students to utilize the TAP.
 - 6) Work in collaboration with University to periodically review the program and staffing needs.

Term. The term of this agreement shall be from the date of the last authorized signature below through June 30, 2021.

Fees. For services provided by University staff under this Agreement, College shall pay University \$7,000, due within 30 days following receipt of invoice. The parties to this agreement acknowledge that failure to pay the amount set forth will result in discontinuance of all TOP services.

Notice. Any notice, request, or inquiry regarding the provisions of this agreement, its termination, or similar matters shall be directed to the appropriate party at the following address:

1. **Regarding Agreement.** Correspondence or inquiries regarding contractual matters shall be directed to the appropriate party at the following addresses:

UNIVERSITY

COLLEGE

Business & Revenue Contracts
 University of California, Davis
 One Shields Avenue
 Davis, CA 95616

SOLANO COMMUNITY COLLEGE
 Attn: Kristin Conner, EdD, Dean
 4000 Suisun Valley Road
 Fairfield, CA 94534
 Phone: 707.864.7256
 E-Mail: Kristin.Conner@solano.edu

2. **Regarding Program.** College’s correspondence or inquiries regarding the program or payment should be directed to the University contacts:

- Assoc. Director & TOP Manager: Pamela Blanco, parueca@ucdavis.edu, 530-219-0568
- Business Analyst: Jane Quiring, jaquiring@ucdavis.edu, 530-752-3261

Priority of University Work. University work always has priority over work to be performed for non-University users.

Use of University’s Name. College shall not use the name or mark of University in any form or manner in advertisements, reports, or other information released to the public without the prior written approval of University. However, College may, without seeking such written approval, make true and accurate statements of its connection with the University regarding this Agreement and the terms hereof. Permission for use may be withdrawn at any time the authorizing official determines that further usage will not be in the best interests of the University.

Indemnification. Each party shall defend, indemnify, and hold the other party, its officers, agents, and employees harmless from and against any and all liability, loss, expense, attorneys’

fees, or claims for injury or damages arising out of the performance of this agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents, or employees.

Non-Liability of University.

1. **Consequential Damages.** University shall not be liable for any loss of profits, claims against College by any third party, or consequential damages.
2. **Delay/Desired Result.** University shall incur no liability to College or to any third party for any loss, cost, claim or damage, either direct or consequential, arising from University's delay in performance or failure to perform services, or failure to achieve a desired result.
3. **Property Damage.** University shall incur no liability to College or to any third party for loss or destruction of or damage to any materials to be sampled, assayed, or tested, data, equipment, or other property brought upon University premises by College or delivered to University by College in connection with this agreement. College accepts all liability for risk of loss to any and all such property.
4. **Liability Limitation.** University's liability for damages shall not exceed the total of all charges paid by College.

Protection of Confidential Data.

1. University agrees to abide by the limitations on re-disclosure of personally identifiable information from educational records set forth in The Family Education Rights and Privacy Act [34 CFR § 99.33 (a)(2)] with the terms set below. 34 CFR § 99.33 (a)(2) states that the officers, employees and agents of a party that receives education record information from College may use the information, but only for the purposes for which the disclosure was made.
2. **Definition.** *Covered data and information (CDI)* includes paper and electronic student education record information supplied by College to University.
3. **Acknowledgment of Access to CDI.** University acknowledges that this agreement allows University access to CDI.
4. **Prohibition on Unauthorized Use or Disclosure of CDI.** University agrees to hold CDI in strict confidence. University shall not use or disclose CDI received from or on behalf of College except as permitted or required by this agreement, as required by law, or as otherwise authorized in writing by College. University agrees not to use CDI for any purpose other than the purpose for which the disclosure was made.
5. **Return or Destruction of CDI.** Upon termination, cancellation, expiration or other conclusion of this agreement, University shall return all CDI to College or, if return is not feasible, destroy any and all CDI. If University destroys the information, University provide College with a certificate confirming the date of destruction of the data.
6. **Remedies.** If College can reasonably determine in good faith that University has materially breached any of its obligations under this agreement, the College, in its sole discretion, shall have the right to require University to submit a plan of monitoring and reporting, provide University with a 15 day period to cure the breach, or terminate this agreement immediately if cure is not possible. Before exercising any of these option, College shall provide written notice to University describing the violation and the action it intends to take.

Disclaimer of Warranty. UNIVERSITY MAKES NO WARRANTY AS TO RESULTS TO BE OBTAINED BY COLLEGE FROM THE USE OF ANY SERVICES AND/OR FACILITIES PROVIDED BY UNIVERSITY UNDER THIS AGREEMENT. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

University's Right to Use Data. University shall have the unrestricted right to use for its own purposes, including publication, any data or information which it may develop in connection with or as a result of performing the services described herein.

Termination. University may terminate this agreement at any time by giving College 30 calendar days' written notice of such action.

Amendment. No change in any term or condition of this agreement shall become effective unless by amendment in writing signed by both parties.

Entire Agreement. This agreement constitutes the entire understanding of the parties respecting the subject matter hereof and supersedes any prior understanding or agreement between them, written or oral, regarding the same subject matter.

AGREED:

SOLANO COMMUNITY COLLEGE

THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA

By: _____
(authorized signature)

By: _____

Steven Kobayashi
Associate Director
Procurement & Contracting Services
UC Davis

Print name: _____

Title: _____

Date: _____

Date: _____

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

TO: Members of the Governing Board

SUBJECT: PROPOSED 2020-2021 DISTRICT BUDGETS

REQUESTED ACTION:

Information **OR** **Approval**
 Consent **OR** **Non-Consent**

SUMMARY:

Robert V. Diamond, Vice President of Finance and Administration, will present information for the District's 2020-2021 budgets. The public hearing and adoption of these official 2020-2021 budgets is scheduled for the Governing Board meeting on Wednesday, September 2, 2020 as follows:

Solano Community College
 Denis Honeychurch Board Room, Room 626
 4000 Suisun Valley Road
 Fairfield, CA 94534

The proposed 2020-2021 District Budgets may be viewed on the Finance and Administration website: http://www.solano.edu/finance_admin/district_budget.php

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: 3000,3005</i>	<i>Estimated Fiscal Impact: N/A</i>
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SUPERINTENDENT'S RECOMMENDATION: **APPROVAL** **DISAPPROVAL**
 NOT REQUIRED **TABLE**

Robert V. Diamond
 Vice President of Administration and Finance

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

ADDRESS

(707) 864-7259

TELEPHONE NUMBER

Robert V. Diamond
VICE PRESIDENT APPROVAL

August 7, 2020
**DATE SUBMITTED TO
 SUPERINTENDENT-PRESIDENT**

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

August 19, 2020
**DATE APPROVED BY
 SUPERINTENDENT-PRESIDENT**