

SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: ELECTION RESULTS

**REQUESTED ACTION:**

Information OR  Approval  
 Consent OR  Non-Consent

**SUMMARY:**

Election Code Section 15400 requires that the Board declare the results of the November 3, 2020 election. The Oaths of Office will be administered to the recently elected Board members, prior to them taking office, at the December 16, 2020 organizational meeting. The Registrar of Voters for the County of Solano and Yolo County\* has certified the elections results as follows:

TRUSTEE AREA	CANDIDATE SELECTED	VOTES CAST
3	Rosemary Thurston	Unopposed
5	Quinten R. Voyce	18,436
7	*Michael A. Martin	13,707

**STUDENT SUCCESS IMPACT:**

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

Ed. Code: Board Policy: 1025 Estimated Fiscal Impact: NA

SUPERINTENDENT'S RECOMMENDATION:  APPROVAL  DISAPPROVAL  
 NOT REQUIRED  TABLE

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

**PRESENTER'S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

**ADDRESS**

(707) 864-7299

**TELEPHONE NUMBER**

**VICE PRESIDENT APPROVAL**

December 7, 2020

**DATE SUBMITTED TO SUPERINTENDENT-PRESIDENT**

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

December 16, 2020

**DATE APPROVED BY SUPERINTENDENT-PRESIDENT**

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

**TO:** **Members of the Governing Board**

**SUBJECT:** **ESTABLISHMENT OF DATES, TIME, AND LOCATIONS  
OF GOVERNING BOARD MEETINGS**

**REQUESTED ACTION:**

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

**SUMMARY:**

In accordance with Education Code Section 7200(C)(2)(A), the Governing Board of the Solano Community College District designated the Board meeting of December 16, 2020 as the Annual Organizational meeting of the Governing Board.

This involves the tasks listed below:

- Elect a President and a Vice President
- Establish the dates, times, and locations of the Governing Board meetings (attached)
- Select a representative to the Solano County School Boards Association
- Establish dates of meetings at the Vallejo and Vacaville Centers – June 16, 2021 & July 21, 2021

**STUDENT SUCCESS IMPACT:**

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

<i>Ed. Code:</i>	<i>Board Policy: 1025</i>	<i>Estimated Fiscal Impact: N/A</i>
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**SUPERINTENDENT’S RECOMMENDATION:**                       **APPROVAL**                       **DISAPPROVAL**  
 **NOT REQUIRED**                       **TABLE**

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

**PRESENTER’S NAME**

4000 Suisun Valley Road  
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**ADDRESS**

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

**VICE PRESIDENT APPROVAL**

December 7, 2020

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

December 16, 2020

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

**SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD  
2021  
BOARD MATERIAL PREPARATION SCHEDULE**

*(The 1<sup>st</sup> meeting of each month is a Study Session)*

BOARD MEETING	BOARD MEETING DATE	AGENDA ITEMS DUE TO VP OFFICE	AGENDA ITEMS DUE TO HR	AGENDA INFORMATION SUP-PRES. DUE - NOON	AGENDA AVAILBLE TO PUBLIC & POST DATE
Regular Business	01/20/21	01/06/21	01/07/21	01/08/21	01/15/21
Study Session	02/03/21	01/20/21	01/21/21	01/22/21	01/29/21
Regular Business	02/17/21	02/03/21	02/04/21	02/05/21	02/12/21
Study Session	03/03/21	02/17/21	02/18/21	02/19/21	02/26/21
Regular Business	03/17/21	03/03/21	03/04/21	03/05/21	03/12/21
Study Session	04/07/21	03/24/21	03/25/21	03/26/21	04/02/21
Regular Business	04/21/21	04/07/21	04/08/21	04/09/21	04/16/21
Study Session	05/05/21	04/21/21	04/22/21	04/23/21	04/30/21
Regular Business	05/19/21	05/05/21	05/06/21	05/07/21	05/14/21
Study Session	06/02/21	05/19/21	05/20/21	05/21/21	05/28/21
Regular Business	06/16/21 (VJO)	06/02/21	06/03/21	06/04/21	06/11/21
Regular Business	07/21/21 (VV)	07/07/21	07/08/21	07/09/21	07/16/21
Study Session	08/04/21	07/21/21	07/22/21	07/23/21	07/30/21
Regular Business	08/18/21	08/04/21	08/05/21	08/06/21	08/13/21
Study Session	09/01/21	08/18/21	08/19/21	08/20/21	08/27/21
Regular Business	09/15/21	09/01/21	09/02/21	09/03/21	09/10/21
Study Session	10/06/21	09/22/21	09/23/21	09/24/21	10/01/21
Regular Business	10/20/21	10/06/21	10/07/21	10/08/21	10/15/21
Study Session	11/03/21	10/20/21	10/21/21	10/22/21	10/29/21
Regular Business	11/17/21	11/03/21	11/05/21	11/05/21	11/12/21
Study Session	12/01/21	11/17/21	11/18/21	11/19/21	11/26/21
Org Meeting (per AB2449)	12/15/21	12/01/21	12/02/21	12/03/21	12/10/21

SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

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

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**EMPLOYMENT 2020-2021**

**Part-Time Adjunct Assignment**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Effective</u></b>
Christopher Flashman	Adjunct Instructor – Fire Technology (not to exceed 67%)	01/14/20 – 05/27/21
Eric Wilson	Adjunct Instructor – Fire Technology (not to exceed 67%)	01/14/20 – 05/27/21

**District Resignation**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Effective</u></b>
Christina Atalig	Assistant Controller; 1 year 5 months service at SCC	12/09/2020

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Salvatore Abbate  
Human Resources

December 4, 2020

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**Date Submitted**

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

December 16, 2020

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**Date Approved**

**Short-Term/Temporary/Substitute**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Fund/Grant Name</u></b>	<b><u>Effective</u></b>	<b><u>Amount</u></b>
Veronica Aguayo-Ochoa	Teaching Apprentice	Student Equity	01/19/20 – 05/28/21	\$21.00/hr.
Jacob Barker	Journey Level Assistant-Fire	General Fund	01/19/21 – 05/27/21	\$25.00/hr.
Anthony Fray	Journey Level Assistant-Fire	General Fund	01/19/21 – 05/27/21	\$25.00/hr.
Steven Hara	Teaching Apprentice	Student Equity	01/19/20 – 05/28/21	\$21.00/hr.
Elizabeth Mayorga	Teaching Apprentice	Student Equity	01/19/20 – 05/28/21	\$21.00/hr.
Kay Nekota	CCAP Special Project	IEPI Grant	12/16/20 - 06/30/21	\$58.59/hr.
George Reeves	ADAS Training	Strong Workforce	07/01/20 - 09/30/20	\$58.60/hr.
Justin Santich-Hughes	Assistant Coach – Baseball	General Fund	12/17/20 – 06/30/21	\$21.00/hr.
Karen Zapata	Teaching Apprentice	Student Equity	01/19/20 – 05/28/21	\$21.00/hr.

**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:**

11/03/2020	Vendor Payments	11104504-11104506	\$ 18,803.87
11/03/2020	Vendor Payments	11104507-11104510	\$ 6,291.39
11/03/2020	Vendor Payments	11104511-11104538	\$ 162,560.93
11/10/2020	Vendor Payments	11104539-11104546	\$ 349,460.25
11/10/2020	Vendor Payments	11104547-11104556	\$ 1,546,566.46
11/10/2020	Vendor Payments	11104557-11104604	\$ 188,317.18
11/12/2020	Vendor Payments	11104605-11104672	\$ 24,835.50

*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 &amp; 81656</i>	<i>Board Policy: 3240</i>	<i>Estimated Fiscal Impact: \$2,984,278.00</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**

December 4, 2020

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

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

December 16, 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

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**SUMMARY:**

*CONTINUED FROM PREVIOUS PAGE:*

11/17/2020	Vendor Payments	11104673-11104674	\$ 123,877.00
11/17/2020	Vendor Payments	11104675-11104682	\$ 51,183.80
11/17/2020	Vendor Payments	11104683-11104717	\$ 172,356.93
11/24/2020	Vendor Payments	11104718-11104721	\$ 23,634.58
11/24/2020	Vendor Payments	11104722-11104828	\$ <u>316,390.11</u>

**TOTAL: \$2,984,278.00**

SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board  
SUBJECT: DISTRICT AND SOLANO COLLEGE FACULTY  
ASSOCIATION, 2021-2023 COLLECTIVE BARGAINING  
AGREEMENT

**REQUESTED ACTION:**

- Information OR  Approval  
 Consent OR  Non-Consent

**SUMMARY:**

Tentative agreement has been reached between the District and the Solano College Faculty Association. The following summary of major provisions is included in this agenda item.

It is recommended that the Board of Trustees accept the disclosure information and approve the contract agreement with the SCFA for the period January 1, 2021 – June 30, 2023.

**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

*Government Code: 3547      Board Policy: 2010      Estimated Fiscal Impact: \$750,000 CARES Act Funded*

**SUPERINTENDENT’S RECOMMENDATION:**       APPROVAL       DISAPPROVAL  
 NOT REQUIRED       TABLE

Salvatore Abbate  
Human Resources  
\_\_\_\_\_  
**PRESENTER’S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534  
\_\_\_\_\_  
**ADDRESS**

707-864-7281  
\_\_\_\_\_  
**TELEPHONE NUMBER**

\_\_\_\_\_  
**VICE PRESIDENT APPROVAL**

December 4, 2020  
\_\_\_\_\_  
**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

\_\_\_\_\_  
**Celia Esposito-Noy, Ed.D.**  
Superintendent-President

December 16, 2020  
\_\_\_\_\_  
**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**



**TENTATIVE AGREEMENT**  
**SOLANO COMMUNITY COLLEGE DISTRICT**  
**AND**  
**SOLANO COMMUNITY COLLEGE FACULTY ASSOCIATION**

The undersigned parties agree to adopt the following changes to the SCFA Collective Bargaining Agreement, effective January 1, 2021:

Nov. 22, 2020	Nov. 22, 2020
Melissa Reeve	Mary Jones
Chief Negotiator, SCFA	Chief Negotiator, SCCD

**Summary of Agreements:**

<b>Compensation (Full details pg. 4-5)</b>	
<p>Provides one-time money for AY 2020-21, using CARES Act funds in the following ways:</p> <ul style="list-style-type: none"> <li>• Stipends for faculty who met summer Canvas training &amp; shell submission requirements agreed to in May 5 MOU (will appear on Nov. 2020 payroll)</li> <li>• Stipends to ALL adjunct faculty with Fall 2020 and Spring 2021 assignments</li> <li>• One-time, temporary improvement of 5.25% to Full-Time salary schedules, effective January-May 2021</li> </ul> <p>Creates mechanisms for further one-time and continuing improvements to salary schedules through AY 2022-23, depending on variables including:</p> <ul style="list-style-type: none"> <li>• Overall District finances</li> <li>• Potential, faculty-driven reductions to District’s costs for faculty benefits</li> <li>• Potential, faculty-driven adjustments to class size minimums and/or maximums to positively impact efficiency</li> </ul>	
<b>Contract Articles</b>	
<b>New or Revised Language Items:</b>	<b>Reasons for and/or impact of changes:</b>
<ul style="list-style-type: none"> <li>• Article 7: Retraining leaves;</li> <li>• Article 8: voluntary &amp; involuntary transfers;</li> <li>• Article 4: Special evaluation for faculty assigned to a new discipline</li> </ul>	<ul style="list-style-type: none"> <li>• Expands conditions for granting retraining leaves ;</li> <li>• Clarifies process for granting leaves;</li> <li>• Increases faculty involvement in planning retraining requirements prior to leave being granted;</li> <li>• Creates parallel processes for the placement of, and evaluation of, faculty moving from one discipline to another, whether as a result of a retraining leave or through a voluntary or involuntary transfer.</li> </ul>
Article 10: Retirant medical exam	Aligns CBA with Ed Code requirement: Retirees wishing to return as adjunct faculty are subject to a medical exam demonstrating fitness for work.

Article 11: Sabbatical Leave	Removes previous provision which allowed for one retraining leave to supplant one sabbatical leave per year (see related changes to article 7, above).
Article 12.2.7: Sub Pay	Clarifies vague language re: “the hourly rate” for sub assignments. Differentiates between daily and long-term sub assignments.
New: District communication policy (Add to Art. 16?) <b>MOU Jul. 2020</b>	Established District email system as the official means of communication between management and faculty.
New: Mandate Canvas for Syllabus & Gradebook (Art. 16?) <b>MOU May 2020</b>	Requires all faculty to use Canvas for all online courses, and Canvas eCompanion shells to post, at minimum, course syllabus and gradebook for all face-to-face and correspondence courses.
Article 18: Association Rights	Aligns CBA with the Janus decision (June 2018), in which SCOTUS ruled that public-sector employees cannot be required to pay union dues to cover the costs of collective bargaining.
Article 19.4: Oversized lectures  <b>MOU 11/18/19; extended 6/23/20</b>	Replaces prior language providing extra pay for large lectures. New language calculates by percentages (% above regular class max) rather than by fixed numbers, allowing implementation in a wider range of disciplines. Large sections must be scheduled at the time the semester schedule is made; enrollment at census determines final eligibility for commensurate adjustment to load and/or pay.
Article 19.4: Restoring Underloads New: “Underload Scheduling Agreement Form”  <b>MOU Jul. 2020</b>	<ul style="list-style-type: none"> <li>• Creates new provisions to prevent Regular (FT) faculty from accumulating under-loads in excess of 20%.</li> <li>• Clarifies the circumstances under which regular faculty may displace other faculty from hourly assignments (overload or adjunct load) to maintain or recover regular (base) load.</li> </ul>
Articles 19.4 & 19.5: Adjunct Rehire rights & Overload Assignment priority	<ul style="list-style-type: none"> <li>• Reduces FT priority rights to overload assignments (ahead of adjunct assignments) from current 60% to 40% or two classes, whichever is greater. Additional overload up to 67% is available after adjunct assignments are made.</li> <li>• Bases priority assignment protection for adjuncts with rehire rights on the average of load fulfilled in the prior three semesters, rather than the average load offered.</li> <li>• Eliminates seniority within the priority adjunct pool.</li> </ul>
Article 19.5.4: Rehire rights across modalities	Provides a mechanism for adjuncts who were hired for a specific site or modality (e.g. correctional facility or online assignment) to transfer earned rehire rights to assignment in a different site or modality
Article 19.5: Communication timeline for class cancelations <b>MOU Jul. 2020</b>	Clarifies the timeline for deans to communicate with faculty, and for faculty to respond, in the case of class cancellations prior to the start of the semester.
New: Corrections Education (Add to Art. 19?) <b>MOU 11/18/19; extended with modification 10/26/20</b>	Provisions for the unique conditions of assignments in correctional facilities.

<p>Article 19.8.2: Adjunct pay formula: final exam pay</p>	<p>Adjusts adjunct pay formula to cover the full 2 hours of the final exam period</p>
<p>Articles 19.8.2 &amp; 22.2.5: Adjunct Flex &amp; SLO Paid hours</p> <p><b>MOU</b> Jul. 2020</p>	<ul style="list-style-type: none"> <li>• Expands the number of paid Flex hours for which adjunct faculty are eligible. Eligibility is based on load assignment and is unlinked from scheduled work days.</li> <li>• Re-separates SLO &amp; Program Review hours from Flex hours.</li> </ul>
<p>Article 20.3-20.4: Initial salary placement, adjunct faculty</p> <p><b>MOU</b> Dec. 2019; extended Jul. 2020</p>	<p>Exempts District retirees who return to service as adjunct faculty from default “Step 1” placement.</p>
<p>Article 23: Mileage reimbursement language for faculty assigned at multiple sites</p> <p><b>MOU</b> Jan. 2020</p>	<p>Aligns CBA with IRS regulations for mileage reimbursement.</p>

**SCFA Compensation Components for Nov. 2020 TA: Jan. 2021-June 2023**

1. CARES Act money (one-time): \$750,000 (Approx. \$619,000 after STRS & tax costs)

\$97,500	Summer training stipends (196 @ \$500): Agreed to in May 2020 MOU; applied on Nov. 2020 payroll
\$173,500 (approx., depending on Spring assignments)	Adjunct stipends per semester (F20 & Sp 21), as follows: <ul style="list-style-type: none"> <li>• \$250 &lt;= 30% load per semester</li> <li>• \$500 &gt; 30% load per semester</li> </ul> Full, 2-semester amount (F20 + Sp21) on Feb. 2021 payroll
Remaining funds, approx. \$348,000 will be applied to FT faculty salary schedule as <b>one-time</b> improvement	<ul style="list-style-type: none"> <li>• 5.25% increase to FT salary schedule, effective Jan.-May 2021 (equal to 2.625% increase on <i>annual</i> salary, for purpose of STRS calculation)</li> <li>• no changes to deferrals for 12-pay</li> <li>• Base salary schedule reverts to current as of 7/1/2021</li> </ul>
If total funds distributed through the above measures fall short of the original \$750,000 of CARES funds available faculty, Association and District representatives will meet and confer regarding how to distribute any remaining funds.	

2. Apply year-end General Fund “surplus” moneys to following-year salary improvements:

- A. Faculty share of any General Fund surplus at the end of Fiscal Year 2021 shall be applied to faculty salary improvements as follows:
- One-time schedule improvement, FT & Adj. / OL Cat 1 & 2 AY 21-22
    - The hope is that it may be enough to match or exceed this year’s 1-time 2.625% (CARES money), but we won’t know until we reach the end of the fiscal year.
  - Any surplus share that is matched in Year 2 (end of FY 2022) becomes continuing money in FY 23 (AY 2022-23)
  - “Surplus” = (revenues – expenditures). “Faculty share” to be calculated as follows:
    - 80% of surplus funds will be available to employee units
    - “faculty share” of the 80% = proportion of faculty salaries & benefits to total cost of salaries & benefits across all employee groups
- B. Continue the above system in FY 2022: Faculty share of any year-end General Fund surplus shall be applied to faculty salary improvements as follows:
- Surplus funds which match funds applied as one-time improvements in AY 21-22 become continuing improvements effective AY 22-23
  - Any surplus in excess of the “matched” amount shall be applied as one-time schedule improvements in AY 22-23

3. The value of any continuing reduction in the annual cost to the District of faculty unit benefits will be applied as continuing faculty salary improvements. Faculty will study the possible impacts of changes in areas including the following:

- a. Re-structuring of member medical premium contributions (Earliest implementation: Fall 2021 Open Enrollment, to impact calendar year 2022)
- b. Reductions to retiree medical benefits for future hires

One additional factor that could result in continuing faculty salary improvements would be changes to maximum or minimum class size provisions that may positively impact the District’s productivity ratio (AKA “efficiency”).

4. If any additional state or federal money becomes available during the term of this agreement, the parties shall return to the table to negotiate additional compensation.

## Full-Time Faculty Salary Schedules\* AY 2020-2021

Fall 20 = August-December 2020

Spr. 21 = January-May 2021

### Regular Faculty (175 Day Contract)

Step	Class 1		Class 2		Class 3		Class 4		Class 5	
	Fall 20	Spr. 21	Fall 20	Spr. 21	Fall 20	Spr. 21	Fall 20	Spr. 21	Fall 20	Spr. 21
1	49721	52331	53699	56518	57995	61040	62635	65923	65140	68560
2	51710	54425	55847	58779	60315	63482	65140	68560	67746	71303
3	53778	56601	58081	61130	62728	66021	67746	71303	70456	74155
4	55929	58865	60404	63575	65237	68662	70456	74155	73274	77121
5	58166	61220	62820	66118	67846	71408	73274	77121	76205	80206
6	60493	63669	65333	68763	70560	74264	76205	80206	79253	83414
7	62913	66216	67946	71513	73382	77235	79253	83414	82423	86750
8	65430	68865	70664	74374	76317	80324	82423	86750	85720	90220
9	68047	71619	73491	77349	79370	83537	85720	90220	89149	93829
10	70769	74484	76431	80444	82545	86879	89149	93829	92715	97583
11			79488	83661	85847	90354	92715	97583	96424	101486
12					89281	93968	96424	101486	100281	105546
13							100281	105546	104292	109767

### Counseling Faculty (185 Day Contract)

Step	Class 1		Class 2		Class 3		Class 4		Class 5	
	Fall 20	Spr. 21	Fall 20	Spr. 21	Fall 20	Spr. 21	Fall 20	Spr. 21	Fall 20	Spr. 21
1	52562	55322	56768	59748	61309	64528	66214	69690	68862	72478
2	54665	57535	59038	62138	63762	67109	68862	72478	71617	75377
3	56851	59836	61400	64623	66312	69794	71617	75377	74482	78392
4	59125	62229	63856	67208	68965	72585	74482	78392	77461	81528
5	61490	64718	66410	69896	71723	75488	77461	81528	80560	84789
6	63950	67307	69066	72692	74592	78508	80560	84789	83782	88180
7	66508	70000	71829	75600	77575	81648	83782	88180	87133	91707
8	69169	72800	74702	78624	80678	84914	87133	91707	90618	95376
9	71935	75712	77690	81769	83905	88310	90618	95376	94243	99191
10	74813	78741	80798	85040	87262	91843	94243	99191	98013	103159
11			84030	88442	90753	95517	98013	103159	101934	107285
12					94383	99338	101934	107285	106011	111577
13							106011	111577	110252	116040

\*Calculations subject to minor changes to reflect the intent of the agreement.

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

**TO: Members of the Governing Board**

**SUBJECT: RESOLUTON NO. 20/21-15 TO APPOINT THE OFFICIAL  
 REPRESENTATIVE TO THE NORTH BAY SCHOOLS  
 INSURANCE AUTHORITY**

**REQUESTED ACTION:**

- Information    OR     Approval  
 Consent        OR     Non-Consent

**SUMMARY:**

Board approval is requested for Resolution No. 20/21-15 for the District to appoint the official representative to the North Bay Schools Insurance Authority (NBSIA). The NBSIA is a joint powers authority and it is through the NBSIA that the District has its dental and vision coverage. According to its Bylaws, each member district has a representative who attends meetings and has voting privileges as a member of the board. The designated representative is Salvatore Abbate, HR Manager and the alternate representative is Karen Mitchell, HR generalist.

The resolution is attached for approval.

**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>N/A</i>	<i>Board Policy:</i> <i>N/A</i>	<i>Estimated Fiscal Impact:</i> <i>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) 864-7209

**TELEPHONE NUMBER**  
 Robert V. Diamond  
 Vice President, Finance & Administration

**VICE PRESIDENT APPROVAL**  
  
 December 4, 2020

**DATE SUBMITTED TO**

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

December 16, 2020  
**DATE APPROVED BY**  
**SUPERINTENDENT-PRESIDENT**

**SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD**

**RESOLUTION APPOINTING OFFICIAL REPRESENTATIVE  
TO THE NORTH BAY SCHOOLS INSURANCE AUTHORITY**

**RESOLUTION NO. 20/21-15**

**WHEREAS**, Solano Community College District is a member of the North Bay Schools Insurance Authority;

**WHEREAS**, North Bay Schools Insurance Authority entitles each member district to have a representative attend all meetings of the Board of Directors;

**WHEREAS**, The Bylaws of the North Bay Schools Insurance Authority entitles each member district to appoint this representative; now therefore be it

**RESOLVED**, That Salvatore Abbate, HR Manager, is hereby appointed as Official Representative, and Karen Mitchell, HR Generalist, is hereby appointed as Official Alternate for Solano Community College District to attend the North Bay Schools Insurance Authority meetings.

**PASSED AND ADOPTED**, This 16<sup>th</sup> day of December, 2020 by the Governing Board of the Solano Community College District.

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QUINTEN VOYCE, BOARD PRESIDENT

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CELIA ESPOSITO-NOY, Ed.D., SECRETARY

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

**TO: Members of the Governing Board**

**SUBJECT: AMENDMENT TO EXTEND DOD OEA CASCADE GRANT AGREEMENT WITH GOVERNOR’S OFFICE OF PLANNING AND RESEARCH**

**REQUESTED ACTION:**

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

**SUMMARY:**

Board approval is requested for an amendment to extend the DoD Office of Economic Adjustment (OEA) CASCADE II student internship project grant agreement with the Governor’s Office of Planning and Research (OPR). Due to COVID-19, the DoD has extended the end date for all CASCADE II grant projects from 12/31/20 to 6/30/21. As such, the agreement between OPR and Solano needs to be extended from 12/31/20 to 6/30/21. The amount of the agreement will remain the same, \$351,188, with a new performance period of July 1, 2019 – June 30, 2021.

Attached is copy of the proposed agreement.

**STUDENT SUCCESS IMPACT:**

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

*Ed. Code: 81655                      Board Policy: 3520                      Estimated Fiscal Impact: \$351,188 Grant Expense*

**SUPERINTENDENT’S RECOMMENDATION:**                       **APPROVAL**                       **DISAPPROVAL**  
 **NOT REQUIRED**                       **TABLE**

Charles Eason  
Statewide Director, Business & Entrepreneurship

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

**ADDRESS**  
  
(707) 863-7846

**TELEPHONE NUMBER**  
David Williams, Ph.D.  
Vice President, Academic Affairs

**VICE PRESIDENT APPROVAL**  
  
December 2, 2020

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

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

December 16, 2020  
**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**



CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED: 1 PAGES

AMENDMENT NUMBER: 1

GRANT AGREEMENT NUMBER: OPR19113

1. This Agreement is entered into between the State Agency and the Grantee named below:

STATE AGENCY'S NAME

Office of Planning and Research

GRANTEE'S NAME

Solano Community College District

2. The term of this Agreement is: July 1, 2019 through June 30, 2021

3. The maximum amount of this Agreement is: \$351,188.00 (three hundred fifty-one thousand, one hundred eighty-eight dollars and no cents)



4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

The purpose of this amendment is to:

1. Extend the end date of the grant agreement to June 30, 2021 as attached hereto.
2. In Exhibit A, Subpart F, Timeline, adjust the start and/or end dates for task numbers 13.7, 13.7.b, 13.7.c, 13.7.d, 13.8, 13.8.a, 13.8.b, 13.9, 13.10, 13.11, 13.12, 13.12.a, and 13.12.b as attached hereto.

All other terms and conditions shall remain the same.

**IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.**

<b>GRANTEE</b>		<b>California Department of General Services Use Only</b>
GRANTEE'S NAME (if other than an individual, state whether a corporation, partnership, etc.) <b>Solano Community College District</b>		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Dr. Celia Esposito-Noy, Superintendent/President</b>		
ADDRESS <b>4000 Suisun Valley Road, Fairfield, CA 94534</b>		
<b>STATE OF CALIFORNIA</b>		
AGENCY NAME <b>Office of Planning and Research</b>		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Scott Morgan, Chief Deputy Director</b>		
ADDRESS <b>1400 Tenth Street, Sacramento, CA 95814</b>		

Exempt per:  
SCM Vol. 1, 4.06

## **OPR19113 - Amendment 1**

OPR and Solano Community College District mutually agree to this amendment as follows. All actions noted below are by this reference made part of Agreement OPR19113 and incorporated herein. All other terms and conditions shall remain the same.

### **Amendment 1 Overview**

Due to impacts from COVID-19 related stay at home orders, a six-month no-cost extension to the existing contract agreement is needed to complete various tasks identified in the agreement's scope of work.

#### **I. No-Cost Timeline Extension**

This grant shall expire on June 30, 2021, replacing the previous end date of December 31, 2020.

#### **II. Exhibit A, Subpart F, Timeline** is amended to extend various start and/or end dates to now read:

- A. Tasks 13.7, 13.7.b, 13.7.c, 13.7.d, 13.8, 13.8.a, 13.8.b, 13.9, 13.10, and 13.11 have a new end date of 5/31/21.
- B. Task 13.12 has a new start date of 4/1/21 and a new end date of 6/30/21.
- C. Task 13.12.a has a new start date of 4/1/21 and a new end date of 5/31/21.
- D. Task 13.12.b has a new start date of 5/1/21 and a new end date of 6/30/21.

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

**TO:** **Members of the Governing Board**

**SUBJECT:** **AMENDMENT TO EXTEND CAREER CATALYST SUB-  
AGREEMENT WITH THE FOUNDATION FOR  
CALIFORNIA COMMUNITY COLLEGES**

**REQUESTED ACTION:**

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

**SUMMARY:**

Board approval is requested for an amendment to extend a sub-agreement with the Foundation for California Community Colleges (FCCC) to act as the employer of record under their Career Catalyst Program for the student internship project funded by the Governor’s Office DoD Office of Economic Adjustment (OEA) CASCADE II grant. Due to COVID-19, the DoD has extended the end date for all CASCADE II grant projects from 12/31/20 to 6/30/21. As such, the sub-agreement Solano has with the FCCC also needs to be extended from 12/31/20 to 6/30/21. The amount of the agreement will remain the same, \$96,000, with a new performance period of February 6, 2020 – June 30, 2021.

Attached is copy of the proposed agreement.

**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:81655</i>	<i>Board Policy:3520</i>	<i>Estimated Fiscal Impact:\$96,000 Grant Expense</i>
<b>SUPERINTENDENT’S RECOMMENDATION:</b>		<input checked="" type="checkbox"/> <b>APPROVAL</b> <input type="checkbox"/> <b>DISAPPROVAL</b> <input type="checkbox"/> <b>NOT REQUIRED</b> <input type="checkbox"/> <b>TABLE</b>
Charles Eason Statewide Director, Business & Entrepreneurship		
<b>PRESENTER’S NAME</b> 4000 Suisun Valley Road Fairfield, CA 94534		
<b>ADDRESS</b>  (707) 863-7846		<b>Celia Esposito-Noy, Ed.D.</b> Superintendent-President
<b>TELEPHONE NUMBER</b> David Williams, Ph.D. Vice President, Academic Affairs		December 16, 2020
<b>VICE PRESIDENT APPROVAL</b>  December 2, 2020		<b>DATE APPROVED BY</b> <b>SUPERINTENDENT-PRESIDENT</b>
<b>DATE SUBMITTED TO</b> <b>SUPERINTENDENT-PRESIDENT</b>		



FOUNDATION *for* CALIFORNIA  
COMMUNITY COLLEGES

**AMENDED CAREER CATALYST PROGRAM AGREEMENT**

**between**

**THE FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES**

**and**

**SOLANO COMMUNITY COLLEGE**

*Agreement No. 00002831*  
*Amendment #1*

Effective March 2, 2020, the Foundation for California Community Colleges (“Foundation”), a 501 (c)(3) nonprofit organization, and Solano Community College (“Customer”) entered into a Career Catalyst Program Agreement (“Agreement”).

WHEREAS, the parties now wish to extend the term of the Agreement.

THEREFORE, the parties hereby amend the Agreement as follows:

1. **Amendment to the Term of the Agreement (Page 1).** The Term of the Agreement is hereby amended by replacing “*December 31, 2020*” with “*June 30, 2021*”.
2. **Amendment to Exhibit C, Section 1.1 (Term).** Exhibit C, Section 1.1, of the Agreement is hereby amended by replacing “*December 31, 2020*” with “*June 30, 2021*”.

All other terms of the Agreement shall remain unchanged and in full force and effect.

Signature Page to Follow

THE PARTIES HEREBY EXECUTE THIS AMENDED AGREEMENT.

**CUSTOMER**

**FOUNDATION FOR CALIFORNIA  
COMMUNITY COLLEGES**

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

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

Print Name: Dr. Celia Esposito-Noy

Print Name: Tim Aldinger

Title: Superintendent/President

Title: Executive Director of Workforce Development

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

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

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

**TO:** **Members of the Governing Board**

**SUBJECT:** **GOVERNOR’S OFFICE DOD OEA CADENCE GRANT TO  
PLACE STUDENT INTERNS AT DOD SBIR COMPANIES**

**REQUESTED ACTION:**

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

**SUMMARY:**

Board approval is requested for Solano Community College as host for the Chancellor’s Office Statewide Director for Business and Entrepreneurship grant to enter into an agreement to manage Project 10 of the Governor’s Office Department of Defense (DOD) Office of Economic Adjustment (OEA) California Defense Ecosystems and National Consortia Effort (CADENCE) grant. Project 10 will place 20 student interns and 10 faculty externs at DOD Small Business Innovation and Research (SBIR) companies. The grant is for \$275,000 with a term of September 1, 2020 - August 31, 2022.

Attached is copy of the proposed agreement.

**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: 81655</i>	<i>Board Policy: 3520</i>	<i>Estimated Fiscal Impact: \$275,000 Grant Revenue</i>
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**SUPERINTENDENT’S RECOMMENDATION:**                       **APPROVAL**                       **DISAPPROVAL**  
 **NOT REQUIRED**                       **TABLE**

Charles Eason  
State Director, Business & Entrepreneurship

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

**ADDRESS**  
  
(707) 863-7846

**TELEPHONE NUMBER**  
David Williams, Ph.D.  
Vice President, Academic Affairs

**VICE PRESIDENT APPROVAL**  
  
December 4, 2020

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

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

December 16, 2020  
**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

AGREEMENT NUMBER <b>OPR20121</b>
REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Grantee named below:

STATE AGENCY'S NAME

Office of Planning and Research, hereinafter also referred to as "OPR" or "State"

GRANTEE'S NAME

Solano Community College District, hereinafter referred to as "CCC-BES" or "Grantee"



2. The term of this Agreement is: **September 1, 2020** through **August 31, 2022**

3. The maximum amount of this Agreement is: **\$275,000.00 (two hundred seventy-five thousand and zero cents)**

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A - Scope of Work	Pages 1-7
Exhibit B - Budget Detail and Payment Provisions	Pages 8-10
Exhibit C - CADENCE Terms and Conditions	Pages 11-18

**IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.**

<b>GRANTEE</b>		<b>Exempt From DGS Approval: SCM Vol. 1 4.06</b>
<i>(if other than an individual, state whether a corporation, partnership, etc.)</i>		
Solano Community College District		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Dr. Celia Esposito-Noy, Superintendent/President		
ADDRESS 4000 Suisun City, Fairfield, CA 94534		
<b>STATE OF CALIFORNIA</b>		
AGENCY NAME Office of Planning and Research		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Scott Morgan, Chief Deputy Director		
ADDRESS 1400 Tenth Street, Sacramento, CA 95814		

**Exhibit A**  
**Scope of Work**

**CADENCE GRANT**

(CALIFORNIA ADVANCED DEFENSE ECOSYSTEMS & NATIONAL CONSORTIA EFFORT)

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Awarding agency:	U.S. Department of Defense, Office of Economic Adjustment
Federal program:	Defense Manufacturing Community Support (DMCS)
CFDA No:	12.600
DoD Grant No.:	MCS1292-20-01
Sub-Recipient:	California Community Colleges, Business & Entrepreneurship Sector (BES)
Project No.:	10
Project Title:	Internships/Externships for Dual Use Innovation

---

**I. CADENCE Background**

California's defense innovation and manufacturing ecosystems play a premier role in safeguarding the mission readiness and enhancing the lethality of the American warfighter. The state is home to more than 6,000 defense manufacturers and approximately 30,000 defense suppliers of all sizes that cross-cut economic sectors to power California's economy and provide key resources to the U.S. Department of Defense (DoD). National security operations and defense personnel within the state contribute more than \$180 billion dollars and almost 800,000 full-time employment positions to the California economy, making national security one of the largest economic drivers in the State. California is also home to more than 30 federal military installations, four DLA distribution centers, the new U.S. Space Command's Combined Force Space Component Command out of Vandenberg, the Pentagon's Defense Innovation Unit (DIU), Naval Information Warfare Systems Command (NAVWAR), and Defense Microelectronics Activity (DMEA). The military also relies on California's powerhouse educational institutions to continue to drive defense capabilities as well as train defense manufacturing workforce and talent pools. California's strength in technological innovation and advanced manufacturing ensures that the U.S. military has the latest tools it needs to secure the nation.

While this range of symbiotic ecosystem components boast strengths and presents opportunities, it also bares weaknesses and attracts threats. Continuing uncertainty in the defense manufacturing sector driven by fluctuating budgets, cybersecurity requirements, and rapid shifting technology adoption has placed California's defense manufacturers in the position of outsourcing to foreign countries and having to choose to leave the defense sector and focus instead on commercial manufacturing in order to provide some revenue stability and predictability which would allow longer-term planning. Further contributing to this threat is the peril of foreign espionage, foreign adversarial capital and foreign competition. Although, California tops the lists of most innovative states based on its track record of research labs, universities, investment and entrepreneurial networks, California tops the national distribution pattern of foreign espionage activity concentrations occurring in high-



tech sectors, manufacturing hubs, and business centers. As foreign adversaries steal intellectual property, their ability to design and manufacture key technologies and products pertinent to American national security increases. Moreover, in spite of California's robust talent pools and workforce development ecosystems, small defense employers continue struggling to develop a pipeline of skilled workers into the future.

These multiple threats disproportionately effect California's defense innovation and manufacturing base, and undermine the stability of key DoD technologies and supply chains.

Designated by the Under Secretary of Defense (Acquisition and Sustainment) as a Defense Manufacturing Community, CADENCE will strengthen the resiliency of the national security innovation and manufacturing base through investments in a series of technical assistance, workforce development, research and analysis, and knowledge sharing projects that (a) support critical manufacturing sectors that provide key resources to the American warfighter and to commercial innovation, (b) address DoD's modernization priorities, key policies, guidance and directives, and (c) help maintain national security as one of the largest economic drivers in the State of California.

As part DoD's Defense Manufacturing Community Support (DMCS) program, CADENCE will include sub-grant agreements with statewide partners for the completion of project components. CADENCE will be administered by the State of California Governor's Office of Planning and Research (OPR). OPR will serve as the lead grantee and signing authority for the federal funds. OPR will work with each sub-recipient to support the successful execution of the grant activities. Sub-recipient programmatic tasks include sub-grant activities, assigning project monitors, and submitting timely performance reporting as required by the federal grant. OPR and sub-recipients will together monitor project outcomes, prepare and provide timely reports to DoD, and participate in collaboration and knowledge-sharing practices with state and national partners to help scale DMCS program activities.

OPR will assist BES in executing the scope of work as outlined below, which will be performed as part of the CADENCE program.

## **II. Organization Overview**

BES supports the entire State collaborating with industry and education to improve and expand business and entrepreneurial curriculum to better deliver a job ready workforce and entrepreneurial leaders needed to ensure California's economic growth and global competitiveness. BES works with 116 community colleges strategically located across California organized in seven macro regions. Each region has Regional Directors for Employer Engagement supporting workforce needs of all sectors of the economy including businesses engaged in innovation (e.g. SBIR/STTR firms) and advanced manufacturing.

### III. Project Monitors

Grant Lead Organization	Sub-Recipient Organization
State of California Governor' Office of Planning and Research	California Community Colleges, Business & Entrepreneurship Sector
Name: Scott Morgan, Deputy Director, Administration	Name: Charles Eason, Statewide Director Business and Entrepreneurship
Phone: (916) 322-2960	Phone: (707) 863-7846
Email: <a href="mailto:Scott.Morgan@opr.ca.gov">Scott.Morgan@opr.ca.gov</a>	Email: <a href="mailto:charles.eason@solano.edu">charles.eason@solano.edu</a>
Website: <a href="https://opr.ca.gov/">https://opr.ca.gov/</a>	Website: <a href="https://www.businessandentrepreneurship.net">https://www.businessandentrepreneurship.net</a>

Direct all inquiries to:

Grant Lead Organization	Sub-Recipient Organization
State of California Governor' Office of Planning and Research	California Community Colleges, Business & Entrepreneurship Sector
Name: Eileen Sanchez, Program Manager	Name: Charles Eason
Phone: (916) 407-6512	Phone: (707) 863-7846
Email: <a href="mailto:Eileen.Sanchez@opr.ca.gov">Eileen.Sanchez@opr.ca.gov</a>	Email: <a href="mailto:charles.eason@solano.edu">charles.eason@solano.edu</a>

### IV. Scope of Work

#### A. Project Title

Project 10: “Internships/Externships for Dual Use Innovation”

#### B. Problem Statement

From both an innovation adoption and manufacturing capabilities perspective, dual-use capabilities are a critical part of the defense sector industrial base infrastructure and ecosystem. Dual-use strategies allow the DoD to exploit the rapid rate of innovation and market-driven efficiencies of commercial industry to meet defense needs. Conversely, the innovation and accomplishments that originate in defense programs and laboratories can move rapidly to the commercial sector. However, a great challenge harming domestic defense innovation and manufacturing is a shortage of qualified workers. There is a need to develop the Career Technical Education (CTE) workforce pipeline to support firms involved in the development of dual use capabilities critical to our national defense. The California Community Colleges Economic and Workforce Development (EWD) program with its Sector based approach to Career Technical Education (CTE) and in particular with the Business and Entrepreneurship Sector and Advanced Manufacturing Sector collaborating cross-sector is ideally suited to provide workforce development solutions and develop the workforce pipeline for the CA defense manufacturing community consortium.

### **C. Project Summary**

This project will provide support to early stage companies such as DoD SBIR/STTR Phase I, Phase II, Phase III firms that are still in the R&D phase that have benchtop or field prototypes, but are in the process of transitioning from R&D to scaled up manufacturing to become part of the DoD supply chain. The project will place student interns and faculty externs (coaches) with California defense manufacturing community consortium firms to provide an experiential learning opportunity where students can benefit from real world applications to their course of study. Potential projects for Business and Entrepreneurship students might involve content such as design thinking, entrepreneurial mindset, computer business applications, market research, tapping into college makerspace resources, etc. Colleges will benefit from Faculty who bring the needs of industry to the classroom and infuse industry-validated curriculum into their educational programs. Defense manufacturing community consortium firms will benefit from access to a pipeline of talent to meet their workforce needs.

### **D. Objectives**

- a. Provide experiential learning opportunities for California Community College students through student internships placed at California DoD SBIR/STTR Phase I, Phase II, Phase III firms.
- b. Build a pipeline of workforce talent for California DoD SBIR/STTR Phase I, Phase II, Phase III firms.

### **E. Deliverables**

- a. 10 colleges participating in the student internship/faculty externship project working with California defense manufacturing community consortium firms
- b. 10 Business and Entrepreneurship Sector Faculty participating as faculty externs to coach student interns placed at California defense manufacturing community consortium
- c. A one-day in-person faculty coach training for the 10 faculty participating in the student internship and faculty externship project
- d. Monthly community of practice meetings with faculty and consortia representatives via online web conferencing (i.e., Zoom)
- e. 20 Student Interns placed with California DoD SBIR Phase I,II,III firms
- f. Final report of survey results, best practices identified, and outcomes from the project, including end of project survey of student interns and DoD firms to capture the benefits to both students and DoD firms and lessons learned.

**F. Tasks and Timeline**

Task	Target Start Date	Target End Date	% of Effprt
10.1 Sign grant agreement with OPR and onboard grant in financial system	9/1/20	10/31/20	1%
10.2 Participate in CADENCE grant kick-off meeting with consortium partners	9/1/20	9/30/20	2%
10.3 Participate in monthly strategic alignment and cross-collaboration call with consortium partners	9/1/20	8/31/22	2%
10.4 Subcontract with a part-time (4 hours per week) Project Coordinator shared with the Advanced Manufacturing Sector to assist with scope of work	10/1/20	11/30/20	2%
10.5 Conduct an RFA to select ten (10) colleges to participate in the student internship/faculty externship project	10/1/30	12/31/20	2%
10.6 Identify a Business and Entrepreneurship faculty member to participate as a faculty coach at each of the participating colleges	1/1/21	1/31/21	2%
10.7 Recruit California defense manufacturing community consortium firms (DoD SBIR Phase I,II,III Firms) to participate in the student internship/faculty externship project	1/1/21	12/31/21	10%
10.8 Conduct a one-day in-person faculty coach training for the 10 faculty participating in the student internship and faculty externship project	1/1/21	2/26/21	5%
10.9 Hold monthly community of practice (COP) meetings via Zoom web conferencing with faculty and consortium representatives	3/1/21	8/31/22	1%
10.10 Contract with the Foundation for California Community Colleges (FCCC) to act as the employer of record for student interns via their Career Catalyst Program	1/1/21	4/30/21	5%
10.11 Conduct a campaign to recruit student interns interested in working with DoD firms	3/1/21	2/28/22	2%

10.12	Match and place student interns with faculty coaches and California defense manufacturing community consortium firms	4/1/21	2/28/22	20%
10.13	Conduct student internships at California defense manufacturing community consortium firms	4/1/21	6/30/22	38%
10.14	Conduct an end of project survey of student interns and DoD firms to capture the benefits to both students and DoD firms and lessons learned.	6/30/22	8/31/22	5%
10.15	Prepare final report for OPR on the outcomes of the project.	8/1/22	8/31/22	3%

**G. Metrics**

Metric	At least:
Number of student interns placed at Defense firms	20
Number of faculty placed in externships at Defense firms	10
Defense firms receiving direct technical assistance	10
Outreach to number of defense firms	500
Number of communities (CA Economic Subregions) impacted by grant	10

To the extent practical, the Grantee shall include in their progress reports for a subsequent Congressional report, the following with regard to any effects their approved activities have on -- (1) the diversification of the Defense supply chain; (2) Defense procurement costs; and (3) efficient Defense procurement processes.

**H. Procurement**

The California Community Colleges Business and Entrepreneurship Sector anticipates subcontracting with the following two entities to assist in completing the statement of work:

**Part-time Project Coordinator, TBD** – The Project Coordinator will assist the Project Director with coordinating the efforts of the participating colleges and faculty externs, facilitating the monthly Community of Practice meetings, tracking applications of student interns, and represent Project 10 at monthly strategic alignment and cross-collaboration calls with consortium partners as needed.

**Foundation for California Community Colleges (FCCC)** – The FCCC will act as the employer of record for the student interns through their Career Catalyst Program and handle all the payroll and workers compensation requirements.

## **I. Key Personnel**

**Charles Eason, CADENCE Project 10 Project Director** - Charles Eason is the Small Business Innovation and Research (SBIR) and Small Business Technology Transfer (STTR) specialist for the Tech Futures Group which is part of the Northern California Small Business Development Center Network. He has been assisting businesses in securing SBIR/STTR funding for over twenty years and also has direct experience with the SBIR/STTR program through his company, OPTEMA Development Corporation, which developed a rapid prototyping technology with STTR Phase I and Phase II funding through the National Science Foundation. Mr. Eason is also the State Director for the California Community Colleges Business and Entrepreneurship Sector where he coordinates business and entrepreneurship programs at the 115 community colleges across the state. He also worked in the defense industry as a systems engineer for TRW's Ballistic Missile Program. Mr. Eason earned a B.S. in Engineering Sciences from the University of California, San Diego and an MBA from California State University, San Bernardino.

**TBD, CADENCE Project 10 Project Coordinator**

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**Exhibit B**  
**Budget Detail and Payment Provisions**

**I. Budget – Invoicing and Payment**

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Grantee for actual expenditures incurred in accordance with the rates specified in Exhibit B, which is attached hereto and made a part of this grant agreement.
- B. The invoice period is monthly and ends on the last day of the month. Invoices shall be submitted electronically to [accountspayable@opr.ca.gov](mailto:accountspayable@opr.ca.gov). Eligible costs incurred between September 1, 2020 and the date of this agreement are allowable and reimbursable.
- C. A progress report must be submitted with each invoice, as noted in Exhibit C, Section II. The report will be forwarded to the program manager at OPR for review and approval.
- D. Invoices must list the Grantee’s federal funds and non-federal match funds for the reporting period and must be submitted by the 7th of the month, or the next business day thereafter, following the end of the invoice period.
- E. When submitting invoices to OPR, the Grantee must stipulate the CADENCE Project number that corresponds with the work for which the Grantee is requesting payment.
- F. The Grantee shall ensure requests for disbursements under this award are in proportion to the Federal and non-Federal portions of the total approved project costs. For example, for every \$1 in eligible costs on a project with a 50% Federal contribution, requests for disbursements should ensure Federal funds do not exceed 50% of the expenditures for the project at any point over the term of the award.

**II. Reimbursement for Travel**

Allowable reimbursable expenses for travel (e.g., transportation, food, and lodging) in the performance of grant activities shall be consistent with those allowed in like circumstances in the non-Federally sponsored activities of the Grantee. The Grantee may follow their own established rate for such expenses, but any travel allowance policies in excess of Federal or State Travel Regulation limits must receive prior approval from OPR.

**III. Budget Detail**

See Budget Detail for Project 10 on final page of Exhibit B

**IV. Budget Contingency Clause**

- A. It is mutually agreed that if the State Budget Act of the current year and/or any subsequent years covered under this grant agreement does not appropriate sufficient funds for the

program, this grant agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to the Grantee or to furnish any other considerations under this grant agreement and the Grantee shall not be obligated to perform any provisions of this grant agreement.

- B. If funding for any fiscal year is reduced or deleted by the State Budget Act for purposes of this program, the State shall have the option to either cancel this agreement with no liability occurring to the State, or offer an agreement amendment to grantor to reflect the reduced amount.
- C. Pursuant to Government Code, Section 927.13, no late payment penalty shall accrue during any time period for which there is no State Budget Act in effect, or on any payment or refund that is the result of a federally mandated program or that is directly dependent upon the receipt of federal funds by a state agency.

**V. Prompt Payment Clause**

Payments will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, Section 927.

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## California Advanced Defense Ecosystems and National Consortia Effort (CADENCE)

## EXHIBIT B: PROJECT 10 BUDGET DETAIL

<b>PROJECT NAME:</b> Internships/Externships for Dual Use Innovation	From: 9/1/2020	To: 8/31/2022	24 months
<b>ORGANIZATION NAME:</b>	<b>PROJECT START DATE</b>	<b>PROJECT END DATE</b>	
California Community Colleges, Business & Entrepreneurship Sector (BES)			
<b>Grant Budget</b>			
	Federal Funds	Non-Federal Match Funds	Total
<b>Personnel</b>			
(0.2 FTE) Project Manager: \$142,0000 annual salary \$142,000 * 2 years =	\$ 56,800.00	\$ 28,400.00	\$ 56,800.00
<b>Subtotal 1 - Personnel</b>	<b>\$ 56,800.00</b>	<b>\$ 28,400.00</b>	<b>\$ 56,800.00</b>
<b>Fringe</b>			
Benefits (health, retirement, paid leave) for (0.2 TFE) Project Manager: 58% of salary (our standard organization rate) .58 *\$56,800	\$ 32,944.00	\$ 16,472.00	\$ 32,944.00
<b>Subtotal 2 - Fringe</b>	<b>\$ 32,944.00</b>	<b>\$ -</b>	<b>\$ 32,944.00</b>
<b>Travel</b>			
Airfare (1 trip for Project Director and 1/2 Project Coordinator)	\$ 450.00		\$ 450.00
Hotel Stay in Sacramento (1 hotel night for Project Director and 1/2 Project Coordinator*\$150/night)	\$ 225.00		\$ 225.00
Local Mileage and parking (400 miles*1 staff member*\$0.55/mile)	\$ 250.00		\$ 250.00
\$500 Travel Stipends for 10 Faculty to attend Faculty Training	\$ 5,000.00		
<b>Subtotal 3 - Travel</b>	<b>\$ 5,925.00</b>	<b>\$ -</b>	<b>\$ 5,925.00</b>
<b>Supplies</b>			
Printing costs for project fliers (2,000 fliers * 2 events* \$3/flier) 2000*\$3*2/2 (split between federal and match)	\$ 231.00		\$ 231.00
<b>Subtotal 4- Supplies</b>	<b>\$ 231.00</b>	<b>\$ -</b>	<b>\$ 231.00</b>
<b>Contractual</b>			
Subcontract with Project Coordinator (4 hrs/wk*\$100/hr*104 weeks)	\$ 41,600.00	\$ -	\$ 41,600.00
Subcontract with 10 Colleges for Faculty Stipends (\$8K per faculty)	80000		
Subcontract with Foundation for California Community Colleges (FCCC) for student intern wages (20 student interns*\$20/hr burdened rate*75 hrs/student intern)	30000		
Expenses to host Faculty Training	2500		
<b>Subtotal 5- Contractual</b>	<b>\$ 154,100.00</b>	<b>\$ -</b>	<b>\$ 154,100.00</b>
<b>Other</b>			
Indirect (10% of Total Direct Expenses and 10% waived indirect for match)	\$ 25,000.00	\$ 25,000.00	\$ 50,000.00
<b>Subtotal 6 - Other</b>	<b>\$ 25,000.00</b>	<b>\$ 25,000.00</b>	<b>\$ 50,000.00</b>
<b>Grant Totals</b>	<b>\$ 275,000.00</b>	<b>\$ 53,400.00</b>	<b>\$ 328,400.00</b>
<b>Total Grant</b>			
	Federal Funds	Non-Federal Match Funds	Total
Personnel	\$ 56,800.00	\$ 28,400.00	\$ 85,200.00
Fringe	\$ 32,944.00	\$ 16,472.00	\$ 49,416.00
Travel	\$ 5,925.00	\$ -	\$ 5,925.00
Supplies	\$ 231.00	\$ -	\$ 231.00
Contractual	\$ 154,100.00	\$ -	\$ 154,100.00
Other	\$ 25,000.00	\$ 25,000.00	\$ 50,000.00
Grant Total	<b>\$ 275,000.00</b>	<b>\$ 69,872.00</b>	<b>\$ 344,872.00</b>
Total Match (%)			<b>20.26%</b>

**Exhibit C**  
**CADENCE Terms and Conditions**

**I. Contracts/Grants Funded by the Federal Government**

- A. It is mutually understood between the parties that this grant agreement may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds to avoid program and fiscal delays that would occur if the agreement were executed after that determination was made.
- B. This grant is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal years covered by this grant for the purposes of this program. In addition, this grant is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this grant in any manner.
- C. The parties mutually agree that if the Congress does not appropriate sufficient funds for the program, this grant shall be amended to reflect any reduction in funds.
- D. The State has the option to invalidate the grant under the 30-day cancellation clause (Exhibit C, Section XI, Subpart A) or to amend the grant to reflect any reduction in funds (Exhibit C, Section IV, Subpart B).
- E. The Grantee agrees to follow the provisions and stipulations of 2 CFR Part 200, the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards rule, and any applicable appendices to 2 CFR Part 200.

**II. Programmatic Progress Reports**

- A. A progress report must be submitted to OPR with each invoice that details the work that the Grantee has completed for each of their project(s) during the invoice period, as noted in Exhibit B, Section I, Subpart B. The progress report will be forwarded to the CADENCE Program Manager to review and approve before the Grantee can receive federal funds for the reporting period.
- B. When submitting progress reports to OPR, the Grantee must stipulate the CADENCE project number that corresponds with the work for which the Grantee is requesting payment.
- C. To the extent practical, in their progress reports for a subsequent Congressional report the Grantee shall disclose any effects their approved activities have on the following: (1) the diversification of the Defense supply chain; (2) Defense procurement costs; and (3) efficient Defense procurement processes.

### **III. Amendments**

Consistent with the terms and conditions of the original grant agreement, and upon mutual consent, OPR and the Grantee may execute amendments to this grant agreement. No amendment or variation of the terms of this grant agreement shall be valid unless made in writing, and agreed upon by both parties and approved, as required. No verbal understanding or agreement not incorporated into the grant agreement is binding on any of the parties. Amendments must be executed prior to the termination date of the original grant agreement.

If the Grantee seeks to make any of the following changes to the CADENCE project described in Exhibit A, the Grantee must obtain prior written approval from OPR initiated through an amendment request:

- A. Changes in the specific activities described in Exhibit A, Scope of Work.
- B. Changes in key personnel as specified in this grant agreement.
- C. Any extensions in the timelines outlined in Exhibit A, Scope of Work.
- D. Budget reallocations among approved direct cost categories or that are transferred to new budget line items.
- E. Changes in indirect cost rates or recertification of expired indirect cost rates during the project period unless otherwise specified in this grant agreement.
- F. Requests to purchase equipment with an estimated acquisition cost of more than \$5,000.
- G. Requests to use Federal and/or non-Federal match funds for food and/or beverages in conjunction with meeting costs.

### **IV. Personnel**

OPR must approve or disapprove the selection of any personnel as identified in the application and/or this Agreement. Any new hires or changes in personnel require prior written approval from OPR. Resumes, in sufficient detail to reveal the experience, education, and other general and specific qualifications for the position, must be submitted to OPR for its consent prior to approval of a candidate. This includes all staff working on the federal grant.

### **V. Procurement**

Effective June 20, 2018, the Grantee is allowed to use the higher threshold of \$10,000 for micropurchases and \$250,000 for simplified acquisitions in advance of revisions to the Federal Acquisition Regulation at 48 CFR Subpart 2.1 and the Uniform Guidance when exceptions are not prohibited by statute.

## **VI. Use of Consultants/Contractors**

The Scope of Work contained in any solicitation and/or requests for proposals for contracted work must be reviewed and approved by OPR prior to issuance.

Procurement of consultant or contractor services shall be in accordance with all standards and procedures set forth in 2 CFR Part 200. The following terms are intended merely to highlight some of these standards and are, therefore, not inclusive:

- A. All procurement transactions, regardless of whether negotiated or advertised and without regard to dollar value, shall be conducted in a manner that provides maximum open and free competition.
- B. Formal advertising, with adequate purchase description, sealed bids, and public openings, shall not be required for small purchase procurements that are less than the simplified acquisition threshold, currently set as \$250,000 unless otherwise required by State or local law or regulation. If small purchase procedures are used, price or rate quotations shall be obtained. Micro-purchases of supplies or services, the aggregate amount of which does not exceed the micro-purchase threshold currently set at \$10,000 may be used in order to expedite the completion of lowest-dollar small purchase transactions.
- C. The Grantee shall maintain a code or standards of conduct which shall govern the performance of its officers, employees, or agents in contracting with and expending Federal Grant funds. Grantee's officers, employees, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from a contractor or potential contractors. To the extent permissible by State or local law, rules, or regulations, such standards shall provide for penalties, sanctions, or other disciplinary actions to be applied for violations of such standards by the Grantee's officers, employees, or agents, or by contractors.
- D. The Grantee shall ensure that every consultant and every contractor it employs under the grant complies with the terms of this Agreement as though the consultant or contractor were a party to this Agreement. This includes the stipulations outlined in Exhibit C, Section III. Every Consultant and contractor employed under this grant must have their Resumes reviewed by and received written approval from OPR.
- E. The Grantee is the responsible authority, without recourse to the Grantor, regarding the settlement and satisfaction of all contractual and administrative issues arising out of procurements entered into in support of the grant.

## **VII. Contractor Deliverables Clause**

A disclaimer statement will appear on the title page of any study prepared under this sub-agreement. It shall read:

“This study was prepared under contract with the [insert sub-grantee legal name] with financial support from the U.S. Department of Defense, Office of Economic Adjustment. The content reflects the views of the [sub-grantee legal name] and does not necessarily reflect the views of the U.S. Department of Defense, Office of Economic Adjustment, or the Office of Planning and Research.”

Any final study shall be submitted electronically to OPR. The document must be dated the month and the year that it is submitted.

## **VIII. Intellectual Property**

Rights to inventions made under this grant are subject to Federal patent and licensing regulations, which are codified at Title 37 CFR Part 401 and Title 35 USC Sections 200-212. Pursuant to the Bayh-Dole Act (set forth in 35 USC 200-212), DoD and the State retain the right to a worldwide, nonexclusive, nontransferable, irrevocable, paid-up license to practice the invention owned by the assistance agreement holder, as defined in the Act. In order to receive invention submission guidance, the Grantee must notify OPR when first aware of any invention.

## **IX. Prohibited Activities**

- A. **Duplication of Work:** The purpose and scope of work for which this Agreement is made shall not duplicate programs for which moneys have been received, are committed, or are applied for from other sources, public or private. Upon request of the Grantor, the Grantee shall submit full information about related programs that will be initiated within the grant period.
- B. **Other Funding Sources:** Funds budgeted or granted for CADENCE shall not be used to replace any financial support previously provided or assured from any other source.
- C. The Grantee is prohibited from using funds provided from this grant or personnel employed in the administration of this program for political activities, sectarian or religious activities, lobbying, political patronage, or nepotism activities.
- D. Grant funds may not be used for marketing or entertainment expenses.
- E. Grant funds may not be used for capital assets, such as the purchase of vehicles, improvements and renovation of space, and repair and maintenance of privately owned vehicles.
- F. Grant funds provided under this award may not be used to directly identify or assist any kind of business, including a business expansion, in the relocation of a plant, facility, or operation from one Labor Market Area (LMA) to another if the relocation is likely to result in the loss of jobs in the LMA from which the relocation occurs.

## **X. Audits**

- A. The Grantee agrees to comply with audit requirements as specified in 2 CFR Part 200, Subpart F, Audit Requirements.
- B. The Grantee shall provide any audit with findings related to this award, with copies of the reporting package (including corrective action plans), management letters issued by an auditor, and audit working papers, to OPR.
- C. OPR will seek to issue a management decision to the Grantee within six months of receipt of an audit report with findings, and the Grantee shall take timely and corrective action to comply with the management decision
- D. DoD and the State of California reserve the right to conduct independent follow-up audits.

## **XI. Right to Terminate**

- A. The State reserves the right to terminate this grant agreement subject to 30 days written notice to the Grantee and payment of all fees and expenses accrued up to and including the date of termination.
- B. Either party may terminate this grant agreement immediately for cause. Termination must be given by written notice to the other party. The term “for cause” shall mean that a party fails to meet the terms, conditions, and/or responsibilities of the grant agreement. In this instance, the grant agreement termination shall be effective as of the date indicated on the terminating party’s written notice to the other party. The State shall pay all invoiced fees and expenses accrued up to and including the date of termination.
- C. This grant agreement may be temporarily suspended or terminated without notice if either party’s or State’s premises or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event a party is unable to render service as a result of any action by any governmental authority. The State shall pay all invoiced fees and expenses accrued up to and including the date of suspension or termination.

## **XII. Additional Assurances**

- A. The Grantee is a sub-recipient of OPR’s federal grant from Department of Defense Office of Economic Adjustment #MCS1292-20-01. The Grantee is authorized to make sub-awards under this award.
- B. The Grantee shall adhere to all regulations outlined in 2 CFR 200. The Grantee shall maintain and provide OPR an active list of any collaborative partners and subcontractors working on CADENCE and provide any updates of partners and subcontractors, subject to approval by OPR.

- C. The Grantee must comply with the provisions of the System for Award Management (SAM) (previously identified as the Central Contractor Registration) and Universal Identifier Requirements.
- D. The Grantee must comply with federal regulation 2 CFR Part 170, Reporting Subaward and Executive Compensation Information.
- E. The Grantee must comply with the provisions of the Trafficking Victims Protection Act of 2000 (TVPA).
- F. The Grantee must comply with any applicable provisions in DoD's National Policy Requirements.

### **XIII. Recipient Integrity and Performance Matters**

#### **A. General Reporting Requirements:**

If the total value of Grantee's currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then during that period of time, Grantee must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in Exhibit C, Section XIII, Subpart B. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

#### **B. Proceedings About Which the Grantee Must Report:**

The Grantee must submit the information about each proceeding that:

1. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
2. Reached its final disposition during the most recent five-year period; and
3. Is one of the following:
  - i. A criminal proceeding that resulted in a conviction, as defined in Exhibit C, Section XIII, Subpart E.
  - ii. A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;

- iii. An administrative proceeding, as defined in Exhibit C, Section XIII, Subpart E, that resulted in a finding of fault and liability and the Grantee's payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
- iv. Any other criminal, civil, or administrative proceeding if:
  - a. It could have led to an outcome described in Exhibit C, Section XIII, Subpart B, items i, ii, and iii;
  - b. It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on the Grantee's part; and
  - c. The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

#### C. Reporting Procedures

The Grantee must enter in the SAM Entity Management area the information that SAM requires about each proceeding described in Exhibit C, Section XIII, Subpart B. The Grantee does not need to submit the information a second time under assistance awards that the Grantee received if the Grantee already provided the information through SAM because the Grantee was required to do so under Federal procurement contracts awarded to it.

#### D. Reporting Frequency

During any period of time when the Grantee is subject to the requirement in Exhibit C, Section XIII, Subpart A, the Grantee must report proceedings information through SAM for the most recent five year period, either to report new information about any proceeding(s) that the Grantee has not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

#### E. Definitions

For purposes of this Agreement:

- A. "Administrative proceeding" means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.



- B. "Conviction", for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.
- C. Total value of currently active grants, cooperative agreements, and procurement contracts includes:
  - i. Only the Federal share of the funding under any Federal award with a recipient cost share or match; and
  - ii. The value of all expected funding increments under a Federal award and options, even if not yet exercised.

**XIV. Resolution of Disputes**

Any dispute concerning a question of fact arising under the terms of this grant agreement which is not disposed of within a reasonable period of time (i.e., ten business days) by the Grantee and State employees normally responsible for the administration of this grant shall be brought to the attention of the Chief Executive Officer (or designated representative) of each organization for joint resolution, if possible.

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

**TO:** **Members of the Governing Board**

**SUBJECT:** **RENEWAL OF CHANCELLORS OFFICE STATEWIDE  
DIRECTOR BUSINESS & ENTREPRENEURSHIP GRANT**

**REQUESTED ACTION:**

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

**SUMMARY:**

Board approval is requested to renew Solano Community College as host for the California Community Colleges Chancellor’s Office Statewide Director Business and Entrepreneurship grant. The Statewide Director for Business and Entrepreneurship is a statewide leadership grant to coordinate business and entrepreneurship sector programs for the 116 California Community Colleges. The amount of the grant is \$300,000 and the term of the grant is July 1, 2020 through September 30, 2021.

**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:81655</i>	<i>Board Policy:3520</i>	<i>Estimated Fiscal Impact:\$300,000 Grant Revenue</i>
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<b>SUPERINTENDENT’S RECOMMENDATION:</b>	<input checked="" type="checkbox"/> <b>APPROVAL</b>	<input type="checkbox"/> <b>DISAPPROVAL</b>
	<input type="checkbox"/> <b>NOT REQUIRED</b>	<input type="checkbox"/> <b>TABLE</b>

Charles Eason  
State Director, Business & Entrepreneurship

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

**ADDRESS**  
  
(707) 863-7846

**TELEPHONE NUMBER**  
David Williams, Ph.D.  
Vice President, Academic Affairs

**VICE PRESIDENT APPROVAL**  
  
December 4, 2020

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

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

December 16, 2020  
**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

## Grant Agreement

<b>Board of Governor's, California Community Colleges Chancellor's Office - 6870</b>	District (Grantee): <u>Solano CCD</u> College: <u>N/A</u>
<b>Workforce and Economic Development Division Statewide Director - Business &amp; Entrepreneurship</b>	<b>Grant Agreement No.: 20 - 159 - 001</b>
<b>RFA # 18 - 159</b>	Funding Year (Enactment Year) <u>2020-21</u> Total Amount Encumbered : \$ <b>300,000.00</b>

This grant is made and entered into by the Board of Governor's California Community Colleges Chancellor's Office and the Solano CCD, hereafter referred to as the Grantee. The purpose of the grant is the Statewide Directors support the mission of EWD by implementing the required activities and objectives particular to a project, a strategic priority area or an industry cluster. The grant consists of this Grant Agreement face sheet and the Grant Agreement Terms and Conditions (Exhibits A, B, C, D, E).

The total amount payable for this grant shall not exceed the amount specified above as "Amount Encumbered".

The term of this grant shall be from July 1, 2020 to September 30, 2021. The Final Report must be submitted within 30 days of the grant end date.

### GRANTEE

Project Director: Charles Eason	Total Grant Funds Requested: \$ <u>300,000.00</u>
Signature, Chief Executive Officer (or authorized Designee)	
Date:	
Print Name/Title of Person Signing:	District Address: 4000 Suisun Valley Rd Fairfield, CA 94534-3197

### STATE OF CALIFORNIA

Project Monitor:  Maureen White	Agency Address: 1102 Q Street, Suite 4400 Sacramento, CA 95811-6539
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Bus. Unit	Ref No	Fund	FI\$Cal Prgm	SubTask	Index	Object	Chapter	Statute	Funding Year (Enactment Year)	Amount
6870 -	101 -	0001 -	5675119 -	203 -	3235 -	5432000	6	<u>2020</u>	<u>2020-21</u>	\$ 300,000.00
-	-	-	-	-	-	-	-	-	-	-
<b>Total Amount Encumbered : \$ 300,000.00</b>										

Signature, Accounting Manager (or Authorized Designee) Budgeted funds are available for the period and purpose of the expenditures stated above. <b>Summer Barrios</b> <small>Summer Barrios (Nov 23, 2020 14:43 PST)</small>		Date: <b>Nov 23, 2020</b>
Signature, Deputy Chancellor (or authorized Designee)		Date:
Print Name/Title of Person Signing: <b>Daisy Gonzales, Deputy Chancellor</b>		

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

**TO:** **Members of the Governing Board**

**SUBJECT:** **AMENDMENT TO EXTEND SUB-AGREEMENTS  
BETWEEN SOLANO COLLEGE AND OTHER  
PARTICIPATING COLLEGES UNDER CASCADE II  
GRANT**

**REQUESTED ACTION:**

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

**SUMMARY:**

Board approval is requested for an amendment to extend sub-agreements with the colleges participating in the student internship project funded by the Governor’s Office DoD Office of Economic Adjustment (OEA) CASCADE II grant. Due to COVID-19, the DoD has extended the end date for all CASCADE II grant projects from 12/31/20 to 6/30/21. As such, the sub-agreement Solano has with Cuesta College, Diablo Valley College, Sacramento City College, San Joaquin Delta College, and Sierra College also need to be extended from 12/31/20 to 6/30/21. The amount of the sub-agreements (\$17,500 for each college) will remain the same.

Attached is copy of the proposed agreement.

**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: 81655</i>	<i>Board Policy: 3520</i>	<i>Estimated Fiscal Impact: \$87,500 Grant Expense</i>
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**SUPERINTENDENT’S RECOMMENDATION:**       **APPROVAL**       **DISAPPROVAL**  
 **NOT REQUIRED**       **TABLE**

Charles Eason  
Statewide Director, Business & Entrepreneurship

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

**ADDRESS**

(707) 863-7846

**TELEPHONE NUMBER**  
David Williams, Ph.D.

Vice President, Academic Affairs  
**VICE PRESIDENT APPROVAL**

December 2, 2020

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

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

December 16, 2020

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

**AMENDMENT 1**  
**To**  
**GRANT SUB-AGREEMENT BETWEEN**  
**SOLANO COMMUNITY COLLEGE DISTRICT**  
**AND**  
**SAN LUIS OBISPO COUNTY COMMUNITY COLLEGE DISTRICT**

This Amendment to the Grant Sub-agreement (“Agreement”) for the Department of Defense Office of Economic Adjustment (OEA) California Advanced Supply Chain Analysis and Diversification Effort (CASCADE) project dated the 20th day of March, 2020 by and between Solano Community College District, (“District”) and San Luis Obispo County Community College District on behalf of Cuesta College (“Contractor”), (together, “Parties”) extends the end date of the Term of the agreement and completion of the internship project from 12/31/20 to 6/30/21. The due date for the final report/invoice shall also be extended from 1/31/21 to 6/30/21.

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

Dated: \_\_\_\_\_, 2020

Dated: \_\_\_\_\_, 2020

**Solano Community College District**

**San Luis Obispo County  
Community College District**

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

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

Print Name: Dr. Celia Esposito-Noy

Print Name: \_\_\_\_\_

Print Title: Superintendent/President

Print Title: \_\_\_\_\_

**AMENDMENT 1**  
**To**  
**GRANT SUB-AGREEMENT BETWEEN**  
**SOLANO COMMUNITY COLLEGE DISTRICT**  
**AND**  
**CONTRA COSTA COMMUNITY COLLEGE DISTRICT**

This Amendment to the Grant Sub-agreement (“Agreement”) for the Department of Defense Office of Economic Adjustment (OEA) California Advanced Supply Chain Analysis and Diversification Effort (CASCADE) project dated the 22nd day of January, 2020 by and between Solano Community College District, (“District”) and Contra Costa Community College District on behalf of Diablo Valley College (“Contractor”), (together, “Parties”) extends the end date of the Term of the agreement and completion of the internship project from 12/31/20 to 6/30/21. The due date for the final report/invoice shall also be extended from 1/31/21 to 6/30/21.

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

Dated: \_\_\_\_\_, 2020

Dated: \_\_\_\_\_, 2020

**Solano Community College District**

**Contra Costa Community College District**

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

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

Print Name: Dr. Celia Esposito-Noy

Print Name: \_\_\_\_\_

Print Title: Superintendent/President

Print Title: \_\_\_\_\_

**AMENDMENT 1**  
**To**  
**GRANT SUB-AGREEMENT BETWEEN**  
**SOLANO COMMUNITY COLLEGE DISTRICT**  
**AND**  
**SIERRA JOINT COMMUNITY COLLEGE DISTRICT**

This Amendment to the Grant Sub-agreement (“Agreement”) for the Department of Defense Office of Economic Adjustment (OEA) California Advanced Supply Chain Analysis and Diversification Effort (CASCADE) project dated the 14th day of January, 2020 by and between Solano Community College District, (“District”) and Sierra Community College District on behalf of Sierra Joint Community College District (“Contractor”), (together, “Parties”) extends the end date of the Term of the agreement and completion of the internship project from 12/31/20 to 6/30/21. The due date for the final report/invoice shall also be extended from 1/31/21 to 6/30/21.

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

Dated: \_\_\_\_\_, 2020

Dated: \_\_\_\_\_, 2020

**Solano Community College District**

**Sierra Community College District**

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

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

Print Name: Dr. Celia Esposito-Noy

Print Name: \_\_\_\_\_

Print Title: Superintendent/President

Print Title: \_\_\_\_\_

**AMENDMENT 1**  
**To**  
**GRANT SUB-AGREEMENT BETWEEN**  
**SOLANO COMMUNITY COLLEGE DISTRICT**  
**AND**  
**LOS RIOS COMMUNITY COLLEGE DISTRICT**

This Amendment to the Grant Sub-agreement (“Agreement”) for the Department of Defense Office of Economic Adjustment (OEA) California Advanced Supply Chain Analysis and Diversification Effort (CASCADE) project dated the 27th day of February, 2020 by and between Solano Community College District, (“District”) and Los Rios Community College District (“Contractor”), (together, “Parties”) extends the end date of the Term of the agreement and completion of the internship project from 12/31/20 to 6/30/21. The due date for the final report/invoice shall also be extended from 1/31/21 to 6/30/21.

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

Dated: \_\_\_\_\_, 2020

Dated: \_\_\_\_\_, 2020

**Solano Community College District**

**Los Rios Community College District**

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

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

Print Name: Dr. Celia Esposito-Noy

Print Name: \_\_\_\_\_

Print Title: Superintendent/President

Print Title: \_\_\_\_\_



**AMENDMENT 1**  
**To**  
**GRANT SUB-AGREEMENT BETWEEN**  
**SOLANO COMMUNITY COLLEGE DISTRICT**  
**AND**  
**SAN JOAQUIN DELTA COMMUNITY COLLEGE DISTRICT**

This Amendment to the Grant Sub-agreement (“Agreement”) for the Department of Defense Office of Economic Adjustment (OEA) California Advanced Supply Chain Analysis and Diversification Effort (CASCADE) project dated the 28th day of January, 2020 by and between Solano Community College District, (“District”) and San Joaquin Delta Community College District on behalf of San Joaquin Delta College (“Contractor”), (together, “Parties”) extends the end date of the Term of the agreement and completion of the internship project from 12/31/20 to 6/30/21. The due date for the final report/invoice shall also be extended from 1/31/21 to 6/30/21.

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

Dated: \_\_\_\_\_, 2020

Dated: \_\_\_\_\_, 2020

**Solano Community College District**

**San Joaquin Delta Community  
College District**

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

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

Print Name: Dr. Celia Esposito-Noy

Print Name: \_\_\_\_\_

Print Title: Superintendent/President

Print Title: \_\_\_\_\_

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

**TO: Members of the Governing Board**

**SUBJECT: ACADEMIC AFFAIRS POLICY 6041: CREDIT FOR PRIOR LEARNING**

**REQUESTED ACTION:**

Information    OR     Approval  
 Consent        OR     Non-Consent

**SUMMARY:**

In accordance with Title 5, Section 55050(n) Solano Community College District is required to submit a Credit for Prior Learning Policy to the Chancellor’s Office by December 31, 2020. The Academic Affairs Policy 6041: Credit for Prior Learning was reviewed and approved by the Academic Senate, Curriculum Committee and the College Governance Council at their meetings in October and November 2020. Policy 6041 is being presented for review and approval by the Governing Board.

**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: Title 5 § 55050 (n)</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact: N/A</i>
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**SUPERINTENDENT’S RECOMMENDATION:**       APPROVAL       DISAPPROVAL  
 NOT REQUIRED       TABLE

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

**PRESENTER’S NAME**

4000 Suisun Valley Road  
 Fairfield, CA 94534

**ADDRESS**

707-864-7117

**TELEPHONE NUMBER**

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

**VICE PRESIDENT APPROVAL**

November 30, 2020

**DATE SUBMITTED TO  
 SUPERINTENDENT-PRESIDENT**

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

December 16, 2020

**DATE APPROVED BY  
 SUPERINTENDENT-PRESIDENT**

## SOLANO COMMUNITY COLLEGE DISTRICT

### CREDIT FOR PRIOR LEARNING

6041

**POLICY:** Credit for prior learning may be earned for eligible courses approved by the District for students who satisfactorily pass an authorized assessment. Procedures for students to attain credit for prior learning shall include, but are not be limited to, credit by examination, evaluation of Joint Services Transcripts, evaluation of student-created portfolios, evaluation of industry-recognized credential documentation, and standardized exams. The Superintendent/President shall consult with the Faculty Senate and rely primarily on the recommendations of the Faculty Senate to establish administrative procedures to implement this Board Policy.

**REFERENCES/**

**AUTHORITY:** California Code of Regulations (CCR), Title 5, § 55050(n)

**ADOPTED:**

**REVISED:**

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

**TO:** **Members of the Governing Board**

**SUBJECT:** **CLINICAL EXPERIENCE AGREEMENT BETWEEN  
SOLANO COMMUNITY COLLEGE DISTRICT AND LES  
PETITS PAPILLONS, VALLEJO, CALIFORNIA**

**REQUESTED ACTION:**

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

**SUMMARY:**

A new clinical experience agreement between Solano Community College District and Les Petits Papillos, Vallejo, CA, is being presented for review and approval by the Governing Board. The approval of this agreement benefits the nursing program at Solano Community College by providing students with a child care facility in which to practice. The CCR for the Board of Registered Nursing, Section 1427 requires “A program that utilizes agencies and/or facilities for clinical experience shall maintain written agreements with such facilities.” These agreements must be current, reviewed periodically, and revised, as indicated. A copy of the Agreement will be available in the Office of the Superintendent-President, in the Office of the Dean of the School of Health Sciences, and in the offices of Les Petits Papillons, 1721 Tregaskis Avenue, Vallejo, CA 94591.

**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: CCR 1427</i>	<i>Board Policy: 3520</i>	<i>Estimated Fiscal Impact: \$NONE</i>
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**SUPERINTENDENT’S RECOMMENDATION:**                       **APPROVAL**                       **DISAPPROVAL**  
 **NOT REQUIRED**                       **TABLE**

Sheila Hudson, Ed.D.,  
Dean, School of Health Sciences

**PRESENTER’S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

**ADDRESS**  
**707-864-7108**

**TELEPHONE NUMBER**

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

**VICE PRESIDENT APPROVAL**

November 30, 2020

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

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

December 16, 2020

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

## CLINICAL EXPERIENCE AGREEMENT

This Agreement is between **LES PETITS PAPILLONS** (hereinafter known as *FACILITY*) located at **721 Tregaskis Avenue, Vallejo, CA 94591** and **Solano Community College** (hereinafter known as *SCHOOL*) and located at **4000 Suisun Valley Road, Suisun, California 94534-3197** and is effective as of December 17, 2020.

### RECITALS

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

Now, therefore, the parties agree as follows:

### 1. GENERAL INFORMATION

- A. Both parties before the beginning of the training shall agree upon the period of time for each student's clinical experience.
- B. The maximum number of students to receive training shall be mutually agreed upon by the parties at least 30 days prior to beginning of training based upon the availability of space and other considerations.

### 2. SCHOOL'S RESPONSIBILITIES

- A. Student Profile. *SCHOOL* shall complete and send to *FACILITY* a profile for each student enrolled in the Program which shall include the student's name, address and telephone number prior to the beginning of the planned clinical experience
- B. Schedule of Assignments. *SCHOOL* shall notify the *FACILITY* of its planned schedule of student assignments, including the name of the student, level of academic preparation and length and dates of clinical experience prior to the planned clinical experience.

- C. Program Coordinator. *SCHOOL* shall designate a faculty member to coordinate with a designee of *FACILITY* in the planning of the Program to be provided students.
- D. Records. *SCHOOL* shall maintain all personnel and academic records of the students.
- E. Rules and Regulations. *SCHOOL* shall enforce rules and regulations governing the students that are mutually agreed upon by *SCHOOL* and *FACILITY*.
- F. Supervision. *SCHOOL* shall supervise all instruction and clinical experiences for students given at the *FACILITY*.
- G. Health Policy. *SCHOOL* shall provide *FACILITY*, prior to a student's arrival at the *FACILITY*, with proof of immunity consistent with *FACILITY* employee health policy and notify the *FACILITY* if student is a known carrier of an infectious or communicable disease. If such information indicates that patients of *FACILITY* would be placed at risk if treated by a particular student, *FACILITY* reserves the right to refuse to allow such student to participate in the clinical experience at *FACILITY*.
- H. Student Responsibilities. *SCHOOL* shall notify the students that they are responsible for:
- 1) Following the clinical and administrative policies, procedures, rules and regulations of *FACILITY*.
  - 2) Arranging for their own transportation and living arrangements when not provided by *SCHOOL*.
  - 3) Arranging for and assuming the cost of their own health insurance.
  - 4) Assuming responsibility for their personal illness, necessary immunizations, tuberculin test, and annual health examination.
  - 5) Maintaining confidentiality of client information. No student shall have access to or have the right to receive any child and family record, except when necessary in the regular course of the clinical experience. The discussion, transmission or narration in any form by students of any client information of a personal nature, medical or otherwise, obtained in the regular course of the Program is forbidden except as a necessary part of the practical experience.
  - 6) Following dress code of the *FACILITY* and wearing name badges identifying themselves as students.

- 7) Attending an orientation of *FACILITY*'s facilities provided by their instructors. Precepted students shall receive an orientation from the *FACILITY*.
- 8) Providing services to the *FACILITY*'s clients under the direct supervision of a faculty provided by *SCHOOL* or *FACILITY*-provided preceptors.
- I. Payroll Taxes and Withholdings. *SCHOOL* shall be solely responsible for any payroll taxes, withholdings, workers' compensation and any other insurance or benefits of any kind for students, employees, and agents of *SCHOOL* providing services under this Agreement. *SCHOOL* shall defend, indemnify, and hold *FACILITY* harmless from all liability and responsibilities therefore.

### 3. **FACILITY'S RESPONSIBILITIES**

- A. Clinical Experience. *FACILITY* shall accept from *SCHOOL* the mutually agreed upon number of students enrolled in the aforementioned Program and shall provide said students with supervised clinical experience.
- B. FACILITY Designee. *FACILITY* shall designate a member of *FACILITY*'s staff to participate with the designee of *SCHOOL* in planning, implementing and coordinating the training Program.
- C. Access to Facilities. *FACILITY* shall permit students enrolled in the Program access to *FACILITY*'s Facilities as appropriate and necessary for their Program, provided that the presence of the students shall not interfere with the activities of *FACILITY*. Facilities include space for conferences and access to *FACILITY*'s Library (if available).
- D. Withdrawal of Students. *FACILITY* may request *SCHOOL* to withdraw from the Program any student who *FACILITY* determines is not performing satisfactorily, or who refuses to follow *FACILITY*'s administrative policies, procedures, rules and regulation. Such request must be in writing and must include a statement as to the reason or reasons why *FACILITY* desires to have the student withdrawn. Said request shall be complied with within five (5) days of receipt of same. *FACILITY* reserves the right to suspend from participation immediately any student who poses an imminent danger of harm to patients or others.
- E. Emergency Health Care/First Aid. *FACILITY* shall, on any day when student is receiving training at its Facilities, provide to students necessary emergency health care or first aid for accidents occurring in its Facilities. Except as provided regarding such emergencies, *FACILITY* shall have no obligation to furnish medical or surgical care to any student. Students will

be financially responsible for all such care rendered in the same manner as any other patient.

- F. Student shall perform in a training capacity only and shall not be utilized as a substitute for trained professionals employed by the *FACILITY*.
- G. Staffing. *FACILITY* shall provide staff adequate in number and quality to insure safe and continuous child care services to clients. Student shall perform in training capacity only and shall not be utilized to care for clients in lieu of trained professionals employed by the *FACILITY*.
- H. Supervision. In situations of single preceptorships/internships, *FACILITY* shall assume daily supervision of student.

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

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

#### **5. STATUS OF SCHOOL AND FACILITY**

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

#### **6. INDEMNIFICATION**

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



## 7. INSURANCE

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

## 8. TERM AND TERMINATION

- A. Term. This Agreement shall be effective as of the date first written above, and shall remain in effect for three (3) years thereafter .
- B. Renewal. This Agreement may be renewed for subsequent three (3) year terms, by either party giving the other at least 30 days prior written notice of their desire to renew, and the other party's agreeing to such a renewal prior to the expiration of the then current term of the Agreement.
- C. Termination.
  - 1) Mutual Agreement. This Agreement may be terminated at any time upon the written concurrence of the parties.
  - 2) Without Cause. This Agreement may be terminated without cause with 30 days prior written notice by either party. Such termination shall not take effect, however, with regard to students already enrolled until such time as those students have completed their training for the school semester during which such termination notice is given.

## 9. GENERAL PROVISIONS

- A. Amendments. This Agreement may be amended at any time by mutual agreement of the parties without additional consideration, provided that before any amendment shall become effective, it shall be reduced to writing and signed by the parties. Notwithstanding the foregoing, should any provision of this Agreement be in conflict with a governing State or federal law, it shall be deemed amended accordingly.
- B. Assignment. Neither party shall voluntarily or by operation of law, assign or otherwise transfer this Agreement without the other party's prior written consent. Any purported assignment in violation of this Section shall be null and void.
- C. Attorney's Fees. In the event that any action, including arbitration, is brought by either party to enforce or interpret the terms of this Agreement, the prevailing party in such action shall be entitled to its costs and reasonable attorney's fees, in addition to such other relief as the court or arbitrator may deem appropriate.
- D. Captions. Any captions to or headings of the articles, sections, subsections, paragraphs, or subparagraphs of this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of validity of this Agreement or any provision hereof.
- E. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.
- F. Entire Agreement. This Agreement, including all Attachments, is the entire Agreement between the parties and no other agreements, oral or written, have been entered into with respect to the subject matter of this Agreement.
- G. Force Majeure. Neither party shall be liable nor deemed to be in default for any delay or failure in performance under this Agreement or other interruption of service or employment deemed resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, failure of transportation, machinery or supplies, vandalism, strikes or other work interruptions beyond the reasonable control of either party. However, both parties shall make good faith efforts to perform under this Agreement in the event of any such circumstances.

- H. Governing Law. The validity, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California.
- I. Notices. Notices required under this Agreement shall be sent to the parties by certified or registered mail, return receipt requested, postage prepaid, at the addresses set forth below:

1. Notice to the *FACILITY*:

Sindy McCree  
Owner/Director  
Les Petits Papillons  
721 Tregaskis Avenue  
Vallejo, CA 94591  
Lespetitspapillons.childcare@gmail.com

Telephone: (415) 368-2282

2. Notice to the *SCHOOL*

Sheila Hudson, Ed.D.  
Dean, School of Health Sciences  
Solano Community College  
4000 Suisun Valley Road  
Fairfield, California 94534

Telephone (707) 864-7208  
FAX (707) 646-2062  
sheila.hudson@solano.edu

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

- K. Severability. The provisions of this Agreement shall be deemed severable and if any portion shall be held invalid, illegal or unenforceable for any reason, the remainder of this Agreement shall be effective and binding upon the parties.
- L. Waiver of Provisions. Any waiver of any terms and conditions hereof must be in writing and signed by the parties hereto. A waiver of any term or condition hereof shall not be construed as a future waiver of the same or any other term or condition hereof.
- M. Compliance with Law and Regulatory Agencies. *FACILITY* and *SCHOOL* shall comply with all applicable provisions of law and other valid rules and regulations of all governmental agencies having jurisdiction over: (i) the operation of the *FACILITY*; (ii) the licensing of health care practitioners; and (iii) the delivery of services to patients of governmentally regulated third party payers whose members/beneficiaries receive care from *FACILITY*. This shall specifically include compliance with applicable provisions of Title 22 of the California Code of Regulations.

**10. EXECUTION**

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

<b>FACILITY</b>	<b>SCHOOL</b>
<b>Les Petits Papillons</b>	<b>Solano Community College</b>
By:	By: Celia Esposito-Noy, Ed.D.
Title:	Title: Superintendent-President
Date:	Date:

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

**TO:** **Members of the Governing Board**

**SUBJECT:** **CLINICAL EXPERIENCE AGREEMENT BETWEEN  
SOLANO COMMUNITY COLLEGE DISTRICT AND THE  
VILLAGE CHILDCARE & LEARNING PLACE, VALLEJO,  
CALIFORNIA**

**REQUESTED ACTION:**

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

**SUMMARY:**

A new clinical experience agreement between Solano Community College District and The Village Childcare & Learning Place, Vallejo, California, is being presented for review and approval by the Governing Board. The approval of this agreement benefits the nursing program at Solano Community College by providing students with a child care facility in which to practice. The CCR for the Board of Registered Nursing, Section 1427 requires “A program that utilizes agencies and/or facilities for clinical experience shall maintain written agreements with such facilities.” These agreements must be current, reviewed periodically, and revised, as indicated. A copy of the Agreement will be available in the Office of the Superintendent-President, in the Office of the Dean of the School of Health Sciences, and in the offices of The Village Childcare & Learning Place, 116 Hyde Court, Vallejo, California 94591.

**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: CCR 1427</i>	<i>Board Policy: 3520</i>	<i>Estimated Fiscal Impact: \$NONE</i>
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**SUPERINTENDENT’S RECOMMENDATION:**       **APPROVAL**       **DISAPPROVAL**  
 **NOT REQUIRED**       **TABLE**

Sheila Hudson, Ed.D.  
Dean, School of Health Sciences

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

**ADDRESS**  
707-864-7108

**TELEPHONE NUMBER**  
David Williams, Ph.D.  
Vice President, Academic Affairs

**VICE PRESIDENT APPROVAL**  
December 2, 2020

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

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

December 16, 2020  
**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

## CLINICAL EXPERIENCE AGREEMENT

This Agreement is between **THE VILLAGE CHILDCARE & LEARNING PLACE** (hereinafter known as *FACILITY*) located at **116 Hyde Court, Vallejo, CA 94591** and **Solano Community College** (hereinafter known as *SCHOOL*) and located at **4000 Suisun Valley Road, Suisun, California 94534-3197** and is effective as of December 17, 2020.

### RECITALS

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

Now, therefore, the parties agree as follows:

### 1. GENERAL INFORMATION

- A. Both parties before the beginning of the training shall agree upon the period of time for each student's clinical experience.
- B. The maximum number of students to receive training shall be mutually agreed upon by the parties at least 30 days prior to beginning of training based upon the availability of space and other considerations.

### 2. SCHOOL'S RESPONSIBILITIES

- A. Student Profile. *SCHOOL* shall complete and send to *FACILITY* a profile for each student enrolled in the Program which shall include the student's name, address and telephone number prior to the beginning of the planned clinical experience
- B. Schedule of Assignments. *SCHOOL* shall notify the *FACILITY* of its planned schedule of student assignments, including the name of the student, level of academic preparation and length and dates of clinical experience prior to the planned clinical experience.

- C. Program Coordinator. *SCHOOL* shall designate a faculty member to coordinate with a designee of *FACILITY* in the planning of the Program to be provided students.
- D. Records. *SCHOOL* shall maintain all personnel and academic records of the students.
- E. Rules and Regulations. *SCHOOL* shall enforce rules and regulations governing the students that are mutually agreed upon by *SCHOOL* and *FACILITY*.
- F. Supervision. *SCHOOL* shall supervise all instruction and clinical experiences for students given at the *FACILITY*.
- G. Health Policy. *SCHOOL* shall provide *FACILITY*, prior to a student's arrival at the *FACILITY*, with proof of immunity consistent with *FACILITY* employee health policy and notify the *FACILITY* if student is a known carrier of an infectious or communicable disease. If such information indicates that patients of *FACILITY* would be placed at risk if treated by a particular student, *FACILITY* reserves the right to refuse to allow such student to participate in the clinical experience at *FACILITY*.
- H. Student Responsibilities. *SCHOOL* shall notify the students that they are responsible for:
- 1) Following the clinical and administrative policies, procedures, rules and regulations of *FACILITY*.
  - 2) Arranging for their own transportation and living arrangements when not provided by *SCHOOL*.
  - 3) Arranging for and assuming the cost of their own health insurance.
  - 4) Assuming responsibility for their personal illness, necessary immunizations, tuberculin test, and annual health examination.
  - 5) Maintaining confidentiality of client information. No student shall have access to or have the right to receive any child and family record, except when necessary in the regular course of the clinical experience. The discussion, transmission or narration in any form by students of any client information of a personal nature, medical or otherwise, obtained in the regular course of the Program is forbidden except as a necessary part of the practical experience.
  - 6) Following dress code of the *FACILITY* and wearing name badges identifying themselves as students.

- 7) Attending an orientation of *FACILITY*'s facilities provided by their instructors. Precepted students shall receive an orientation from the *FACILITY*.
- 8) Providing services to the *FACILITY*'s clients under the direct supervision of a faculty provided by *SCHOOL* or *FACILITY*-provided preceptors.
- I. Payroll Taxes and Withholdings. *SCHOOL* shall be solely responsible for any payroll taxes, withholdings, workers' compensation and any other insurance or benefits of any kind for students, employees, and agents of *SCHOOL* providing services under this Agreement. *SCHOOL* shall defend, indemnify, and hold *FACILITY* harmless from all liability and responsibilities therefore.

### 3. **FACILITY'S RESPONSIBILITIES**

- A. Clinical Experience. *FACILITY* shall accept from *SCHOOL* the mutually agreed upon number of students enrolled in the aforementioned Program and shall provide said students with supervised clinical experience.
- B. FACILITY Designee. *FACILITY* shall designate a member of *FACILITY*'s staff to participate with the designee of *SCHOOL* in planning, implementing and coordinating the training Program.
- C. Access to Facilities. *FACILITY* shall permit students enrolled in the Program access to *FACILITY*'s Facilities as appropriate and necessary for their Program, provided that the presence of the students shall not interfere with the activities of *FACILITY*. Facilities include space for conferences and access to *FACILITY*'s Library (if available).
- D. Withdrawal of Students. *FACILITY* may request *SCHOOL* to withdraw from the Program any student who *FACILITY* determines is not performing satisfactorily, or who refuses to follow *FACILITY*'s administrative policies, procedures, rules and regulation. Such request must be in writing and must include a statement as to the reason or reasons why *FACILITY* desires to have the student withdrawn. Said request shall be complied with within five (5) days of receipt of same. *FACILITY* reserves the right to suspend from participation immediately any student who poses an imminent danger of harm to patients or others.
- E. Emergency Health Care/First Aid. *FACILITY* shall, on any day when student is receiving training at its Facilities, provide to students necessary emergency health care or first aid for accidents occurring in its Facilities. Except as provided regarding such emergencies, *FACILITY* shall have no obligation to furnish medical or surgical care to any student. Students will



be financially responsible for all such care rendered in the same manner as any other patient.

- F. Student shall perform in a training capacity only and shall not be utilized as a substitute for trained professionals employed by the *FACILITY*.
- G. Staffing. *FACILITY* shall provide staff adequate in number and quality to insure safe and continuous child care services to clients. Student shall perform in training capacity only and shall not be utilized to care for clients in lieu of trained professionals employed by the *FACILITY*.
- H. Supervision. In situations of single preceptorships/internships, *FACILITY* shall assume daily supervision of student.

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

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

#### **5. STATUS OF SCHOOL AND FACILITY**

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

#### **6. INDEMNIFICATION**

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

## 7. INSURANCE

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

## 8. TERM AND TERMINATION

- A. Term. This Agreement shall be effective as of the date first written above, and shall remain in effect for three (3) years thereafter .
- B. Renewal. This Agreement may be renewed for subsequent three (3) year terms, by either party giving the other at least 30 days prior written notice of their desire to renew, and the other party's agreeing to such a renewal prior to the expiration of the then current term of the Agreement.
- C. Termination.
  - 1) Mutual Agreement. This Agreement may be terminated at any time upon the written concurrence of the parties.
  - 2) Without Cause. This Agreement may be terminated without cause with 30 days prior written notice by either party. Such termination shall not take effect, however, with regard to students already enrolled until such time as those students have completed their training for the school semester during which such termination notice is given.

## 9. GENERAL PROVISIONS

- A. Amendments. This Agreement may be amended at any time by mutual agreement of the parties without additional consideration, provided that before any amendment shall become effective, it shall be reduced to writing and signed by the parties. Notwithstanding the foregoing, should any provision of this Agreement be in conflict with a governing State or federal law, it shall be deemed amended accordingly.
- B. Assignment. Neither party shall voluntarily or by operation of law, assign or otherwise transfer this Agreement without the other party's prior written consent. Any purported assignment in violation of this Section shall be null and void.
- C. Attorney's Fees. In the event that any action, including arbitration, is brought by either party to enforce or interpret the terms of this Agreement, the prevailing party in such action shall be entitled to its costs and reasonable attorney's fees, in addition to such other relief as the court or arbitrator may deem appropriate.
- D. Captions. Any captions to or headings of the articles, sections, subsections, paragraphs, or subparagraphs of this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of validity of this Agreement or any provision hereof.
- E. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.
- F. Entire Agreement. This Agreement, including all Attachments, is the entire Agreement between the parties and no other agreements, oral or written, have been entered into with respect to the subject matter of this Agreement.
- G. Force Majeure. Neither party shall be liable nor deemed to be in default for any delay or failure in performance under this Agreement or other interruption of service or employment deemed resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, failure of transportation, machinery or supplies, vandalism, strikes or other work interruptions beyond the reasonable control of either party. However, both parties shall make good faith efforts to perform under this Agreement in the event of any such circumstances.

- H. Governing Law. The validity, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California.
- I. Notices. Notices required under this Agreement shall be sent to the parties by certified or registered mail, return receipt requested, postage prepaid, at the addresses set forth below:

1. Notice to the *FACILITY*:

Deandra Newton  
Owner  
The Village Childcare & Learning Place  
116 Hyde Court  
Vallejo, CA 94591  
deandranewton1@comcast.net

Telephone: (707) 655-2872

2. Notice to the *SCHOOL*

Sheila Hudson, Ed.D.  
Dean, School of Health Sciences  
Solano Community College  
4000 Suisun Valley Road  
Fairfield, California 94534

Telephone (707) 864-7208  
FAX (707) 646-2062  
sheila.hudson@solano.edu

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

- K. Severability. The provisions of this Agreement shall be deemed severable and if any portion shall be held invalid, illegal or unenforceable for any reason, the remainder of this Agreement shall be effective and binding upon the parties.
  
- L. Waiver of Provisions. Any waiver of any terms and conditions hereof must be in writing and signed by the parties hereto. A waiver of any term or condition hereof shall not be construed as a future waiver of the same or any other term or condition hereof.
  
- M. Compliance with Law and Regulatory Agencies. *FACILITY* and *SCHOOL* shall comply with all applicable provisions of law and other valid rules and regulations of all governmental agencies having jurisdiction over: (i) the operation of the *FACILITY*; (ii) the licensing of health care practitioners; and (iii) the delivery of services to patients of governmentally regulated third party payers whose members/beneficiaries receive care from *FACILITY*. This shall specifically include compliance with applicable provisions of Title 22 of the California Code of Regulations.

**10. EXECUTION**

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

<b>FACILITY</b>	<b>SCHOOL</b>
<b>THE VILLAGE CHILDCARE &amp; LEARNING PLACE</b>	<b>Solano Community College</b>
By:	By: Celia Esposito-Noy, Ed.D.
Title:	Title: Superintendent-President
Date:	Date:

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

**TO:** Members of the Governing Board

**SUBJECT:** REQUEST FOR APPROVAL OF CURRICULUM ITEMS AS  
SUBMITTED BY THE CURRICULUM COMMITTEE, A  
SUBCOMMITTEE OF THE ACADEMIC SENATE

**REQUESTED ACTION:**

Information OR  Approval  
 Consent OR  Non-Consent

**SUMMARY:**

During the Fall 2020 semester in the month of November, the Solano Community College Curriculum Committee, a subcommittee of the Academic Senate, approved the following curriculum-related items. The approval of the Governing Board is requested as required by Title 5, Chapter 6, Subchapter 2, beginning with §55100.

**STUDENT SUCCESS IMPACT:**

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

*Ed. Code: Title 5, Chapter 6, subchapter 2, beginning with §55100 Board Policy: 6100 Estimated Fiscal Impact: N/A*

<b>SUPERINTENDENT'S RECOMMENDATION:</b>	<input checked="" type="checkbox"/> APPROVAL <input type="checkbox"/> DISAPPROVAL <input type="checkbox"/> NOT REQUIRED <input type="checkbox"/> TABLE
David Williams, Ph.D. Vice President, Academic Affairs	
<b>PRESENTER'S NAME</b> 4000 Suisun Valley Road Fairfield, CA 94534	
<b>ADDRESS</b>  (707) 864-7102	<b>CELIA ESPOSITO-NOY, Ed.D.</b> Superintendent-President
<b>TELEPHONE NUMBER</b> David Williams, Ph.D. Vice President, Academic Affairs	December 16, 2020
<b>VICE PRESIDENT APPROVAL</b>  December 2, 2020	<b>DATE APPROVED BY</b> <b>SUPERINTENDENT-PRESIDENT</b>
<b>DATE SUBMITTED TO</b>	

SOLANO COMMUNITY COLLEGE

REQUEST FOR APPROVAL OF  
CURRICULUM COMMITTEE CURRICULUM ACTIVITIES

During the Fall 2020 semester in the month of November, the Solano Community College Curriculum Committee, a subcommittee of the Academic Senate, approved the following curriculum-related items. The approval of the Governing Board is requested as required by Title 5, Chapter 6, Subchapter 2, beginning with §55100.

**CONSENT ITEM**

None
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**ACTION ITEM**

DE Addenda: ART 045A; CDFS 099; CHEM 001, 002, 010; CINA 015, 016; CJ 060; COMM 075A, 075B; COUN 062; EDUC 050; EMT 112, 128, 213; ENGL 040; ESL 074; FIRE 051, 053, 054, 056, 101; GEOG 001L, 002, 004; GEOL 002; KINE 006E, 006F, MATH 020, 022, 023, 030, PHIL 001, 003, 004, 006, 400; PHOT 163; SOC 023, 045, 049, 075; TV 055, 056; PLSC 019
Correspondence Addenda: ART 002; BUS 005, 018; CIS 050; HIST 029; ENGL 001, 004; GEOG 001, 001L; LR 010; MATH 001, 112; PLSC 002, 004; PSYC 001; SOC 002

**NEW COURSE**

Course
THEA 036 Advanced Fundamentals of Musical Theatre
BIOT 010 Introductory Biotechnology
BIOT 066 Principles and Practice of Biomanufacturing

**COURSE MODIFICATION**

Course	Modification
ESL 074 Intermediate Integrated ESL Skills	Requisites
ESL 077 Conversation/Pronunciation Skills	Requisites
ESL 094 Advanced ESL Integrated Skills	Requisites
ESL 334 Introductory Integrated ESL Skills: Reading, Writing, and Grammar	Requisites
ESL 373 ESL 373 ESL Basic Oral Communication Skills	Requisites
BIOT 061 Stem Cells and Gene Therapy Vectors	Title, Description, Methods of Instruction, Methods of Evaluation, Objectives, SLOs, DE, Min Quals
DRFT 055 Mechanical Drafting - Level I	Requisites
DRFT 161 Introduction to REVIT Architecture Software	Requisites, DE

**COURSE INACTIVATION**

<b>Course</b>
None

**CURRICULUM REVIEW**

<b>Course</b>	
None	

**NEW PROGRAM**

<b>Program</b>
None

**PROGRAM MODIFICATION**

<b>Program</b>	<b>Modification</b>
None	

**PROGRAM INACTIVATION**

<b>Program</b>
None



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

**TO:** **Members of the Governing Board**

**SUBJECT:** **Strata Information Group**

**REQUESTED ACTION:**

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

**SUMMARY:**

Strata Information Group (SIG) will provide consulting services for the staff of Solano Community College (SCC) as directed, to perform functional and technical services. The consulting is a continuation of ongoing support for the Financial Aid Department. It is estimated that SIG will provide and estimated 35 weeks of consulting, spread out over FY 21/22.

**STUDENT SUCCESS IMPACT:**

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

<i>Ed. Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact:</i>	<i>\$174,900</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) 864-7000

**TELEPHONE NUMBER**

Robert V. Diamond  
**VICE PRESIDENT APPROVAL**

December 3, 2020  
**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

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

December 16, 2020  
**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

**Strata Information Group  
Statement of Work  
(SOLANO-SOW140-FINAIDSUPPORT2122)  
November 20, 2020**

<b>Solano Community College District</b>	<b>Banner® Financial Aid Support for FY2122</b>
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Under the terms of this Statement of Work, Strata Information Group (SIG) will provide consulting services for the staff of Solano Community College District (SCCD) as directed, to perform the following work.

**Description of Work:**

SCCD has requested annual Banner® Financial Aid support for FY2122 and ongoing staff support. The consulting is a continuation of ongoing support for the Financial Aid Department. It is estimated that SIG will provide an estimated 35 weeks of consulting spread out over FY2122. Hours may vary from week-to-week depending on Solano’s needs. These services will be performed remotely.

**Proposed Services:**

Tasks	Hours	# of Trips
<ul style="list-style-type: none"> <li>Functional and technical services – Banner® Financial Aid support</li> <li>Travel expenses</li> </ul>	1,166	0
<b>Totals:</b>	<b>1,166</b>	<b>0</b>

**Summary of Estimated Costs:**

Labor:	Travel Expenses:	Total Cost:
\$174,900	\$0	\$174,900

**Notes:**


- **Special Rate:** \$150/hour for on-site and remote delivered services for this project only.
- SIG will invoice monthly for the consulting hours provided.
- The hours estimate includes project management, preparation time, remote labor, and the development of engagement reports.
- Travel expenses, if applicable:
  - Travel time is capped at 8 hours per trip.
  - Travel expenses are estimated at \$1,700 per consultant, per trip.
  - SIG will make every attempt to reduce travel costs, including coach airfares and the use of the client’s recommended lodging.
  - Actual travel expenses may be lower or higher than estimated. Costs may be adjusted between the labor and travel expense categories to accommodate this as long as the total cost is not exceeded.
  - SIG will invoice for meals and incidental expenses on a per diem basis. Receipts will not be provided. Per diem rates are generally based on GSA guidelines. Per diem rates are: \$55 per full on-site day \$41.25 per partial day.
- Costs exclude all state taxes, if applicable.

For Solano Community College District:

For Strata Information Group:

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
(Please print name and title)

DocuSigned by:  
  
5B8F9C55A1684B6...  
\_\_\_\_\_  
Henry A. Eimstad  
President

Nov-20-2020

\_\_\_\_\_  
Date

DS  


## **General Outline of Services**

These services are subject to change depending on Solano's priorities, needs, and availability of staff and systems.

### **Detailed tasks:**

- Provide day-to-day operational support as staff augmentation to Solano.
- Develop enhanced processes and set up for the Banner® Financial Aid module.
- Automation of all possible business processes for optimizing functionality to enable a paperless environment.
- Support with all compliance, audit, State and Federal authorizations, required FA reporting, and other related tasks.
- Develop documentation of business processes to ensure future success with current and future staff additions.
- Staff training and development as needed.
- Create checklists and calendars (month, term, annual) to ensure that all tasks for the Director are documented.
- Create a proactive communication plan for Financial Aid, including outreach and in-reach, with the goal to increase the number of Pell Awards.
- Assess information on Solano's Financial Aid website to develop formal recommendations for increased student services focused on the student experience.
- Assess Financial Lab and Financial Aid Coach to develop formal recommendations on how to better use staff resources to increase FASFA completion.
- Other duties as assigned to best support the financial aid needs of the college.

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

**TO:** **Members of the Governing Board**

**SUBJECT:** **MEASURE Q QUARTERLY PROGRESS UPDATE  
REPORT TO THE GOVERNING BOARD**

**REQUESTED ACTION:**

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

**SUMMARY:**

The Solano CCD Measure Q Quarterly Update Report is presented for Board information. This report includes an overview of program and project activities for the Measure Q Bond Program for the period of July 1, 2020 – September 30, 2020.

Measure Q expenditures during this reporting period were \$867,966. Total expended to September 30, 2020 was \$189,650,328 (percentage spent is 54.0%).

*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: Quarterly Reports provided to the Board of Trustees and the public regarding the use of bond funds.

<i>Ed. Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact:</i>
<b>SUPERINTENDENT’S RECOMMENDATION:</b>		<input type="checkbox"/> <b>APPROVAL</b> <input type="checkbox"/> <b>DISAPPROVAL</b> <input checked="" type="checkbox"/> <b>NOT REQUIRED</b> <input type="checkbox"/> <b>TABLE</b>
Lucky Lofton Executive Bonds Manager		
<b>PRESENTER’S NAME</b>		
4000 Suisun Valley Road Fairfield, CA 94534		
<b>ADDRESS</b>		<b>Celia Esposito-Noy, Ed.D.</b> Superintendent-President
(707) 863-7855		
<b>TELEPHONE NUMBER</b>		
Robert V. Diamond Vice President, Finance and Administration		December 16, 2020
<b>VICE PRESIDENT APPROVAL</b>		<b>DATE APPROVED BY</b>
December 4, 2020		<b>SUPERINTENDENT-PRESIDENT</b>
<b>DATE SUBMITTED TO</b>		
<b>SUPERINTENDENT-PRESIDENT</b>		

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

**TO: Members of the Governing Board**

**SUBJECT: MEASURE Q QUARTERLY PROGRESS UPDATE  
REPORT TO THE GOVERNING BOARD**

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**SUMMARY:**

*CONTINUED FROM THE PREVIOUS PAGE*

Sample of primary projects:

**Program:**

- Facilities Master Plan – The District continues its update to the currently adopted Facilities Master Plan.

**Campus Projects:**

- Library/Learning Resource Center: Construction continues. Received and erected structural steel and decking. Second floor slab on deck was prepared. Utility and substation work proceeded. Furniture and equipment for early spring 2020 purchase has all been delivered and is now stored.
- B300 Modifications – Graphics & Mailroom: Construction is almost complete and punch list items are being addressed. FF&E is being installed. Move coordination continues.
- Bleacher Replacement - Baseball and Soccer: Construction was completed and bleachers have been installed. Punch list and close out is proceeding. Design for Baseball access ramp is complete and construction has begun.
- Early College High School Portables: Bidding was completed and construction awarded and begun. Portables are in production.
- Early Learning Center Modernization (Design): Initial study and Schematic Design continues.
- Pedestrian & Vehicular Wayfinding Signs (Design): Priority signs have been selected. Shop Drawings for pedestrian signs have been received. Shop Drawings for vehicular signs are in process.
- Baseball and Softball Clubhouse Replacement: This project consists of the replacement of the existing clubhouses used by the Baseball and Softball programs with DSA-approved modular buildings. The scope includes planning, design and construction. An architect has been selected, and design has begun.
- Vacaville Classroom Building ‘Annex’ Renovation (Phase 2) – Corbels Removal: Design work continues.
- Aeronautics Building: Parking Lot Design complete and under review with the Airport.
- Autotech Dyno Room Reconfiguration – Partial delivery of equipment. Second delivery is pending. Installation will proceed once all equipment is received

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

**TO:** **Members of the Governing Board**

**SUBJECT:** **CCFS-311Q FINANCIAL REPORT, 1st QUARTER,  
FY 2020-2021**

**REQUESTED ACTION:**

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

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**SUMMARY:**

AB 2910, Chapter 1486, Statutes of 1986, requires California community college districts to report quarterly on their financial condition. The CCFS-311Q quarterly financial report for the first quarter of FY 2020-2021 is attached for the Board’s review and information.

**STUDENT SUCCESS IMPACT:**

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

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<i>Government Code:</i>	<i>Board Policy: 3020</i>	<i>Estimated Fiscal Impact:</i>
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<b>SUPERINTENDENT’S RECOMMENDATION:</b>	<input type="checkbox"/> <b>APPROVAL</b>	<input type="checkbox"/> <b>DISAPPROVAL</b>
	<input checked="" type="checkbox"/> <b>NOT REQUIRED</b>	<input type="checkbox"/> <b>TABLE</b>

---

Robert V. Diamond  
Vice President, Finance & Administration

---

**PRESENTER’S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

---

**ADDRESS**

707 864-7209

---

**TELEPHONE NUMBER**

Robert V. Diamond  
Finance & Administration

---

**VICE PRESIDENT APPROVAL**

December 4, 2020

---

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

---

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

---

December 16, 2020

---

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

**CALIFORNIA COMMUNITY COLLEGES  
CHANCELLOR'S OFFICE**

**Quarterly Financial Status Report, CCFS-311Q  
VIEW QUARTERLY DATA**

**CHANGE THE PERIOD** ▼

**Fiscal Year: 2020-2021**

**Quarter Ended: (Q1) Sep 30, 2020**

**District: (280) SOLANO**

Line	Description	As of June 30 for the fiscal year specified			
		Actual 2017-18	Actual 2018-19	Actual 2019-20	Projected 2020-2021
<b>I.</b>	<b>Unrestricted General Fund Revenue, Expenditure and Fund Balance:</b>				
A.	<b>Revenues:</b>				
A.1	Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)	43,050,997	52,690,954		52,125,037
A.2	Other Financing Sources (Object 8900)	418	0		0
A.3	<b>Total Unrestricted Revenue (A.1 + A.2)</b>	43,051,415	52,690,954		52,125,037
B.	<b>Expenditures:</b>				
B.1	Unrestricted General Fund Expenditures (Objects 1000-6000)	51,824,322	52,857,086		52,027,087
B.2	Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	0	37,661		83,064
B.3	<b>Total Unrestricted Expenditures (B.1 + B.2)</b>	51,824,322	52,894,747		52,110,151
C.	<b>Revenues Over(Under) Expenditures (A.3 - B.3)</b>	<b>-8,772,907</b>	<b>-203,793</b>		14,886
D.	<b>Fund Balance, Beginning</b>	13,082,280	15,233,671		9,448,171
D.1	Prior Year Adjustments + (-)	0	981,480		0
D.2	<b>Adjusted Fund Balance, Beginning (D + D.1)</b>	13,082,280	16,215,151		9,448,171
E.	<b>Fund Balance, Ending (C. + D.2)</b>	4,309,373	16,011,358		9,463,057
F.1	Percentage of GF Fund Balance to GF Expenditures (E. / B.3)	8.3%	30.3%		18.2%

**II. Annualized Attendance FTES: This data is being captured in CCFS-320 and is no longer required here.**

G.1	Annualized FTES (excluding apprentice and non-resident)				
-----	---	--	--	--	--

**III. Total General Fund Cash Balance (Unrestricted and Restricted)**

	Description	As of the specified quarter ended for each fiscal year			
		2017-18	2018-19	2019-20	2020-2021
H.1	Cash, excluding borrowed funds		9,211,094	10,754,683	0
H.2	Cash, borrowed funds only		0	0	0
H.3	<b>Total Cash (H.1+ H.2)</b>	15,561,844	9,211,094	10,754,683	0

**IV. Unrestricted General Fund Revenue, Expenditure and Fund Balance:**

Line	Description	Adopted Budget (Col. 1)	Annual Current Budget (Col. 2)	Year-to-Date Actuals (Col. 3)	Percentage (Col. 3/Col. 2)
<b>I.</b>	<b>Revenues:</b>				
I.1	Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)	52,125,037	52,125,037	13,186,952	25.3%
I.2	Other Financing Sources (Object 8900)	0	0	0	
I.3	<b>Total Unrestricted Revenue (I.1 + I.2)</b>	52,125,037	52,125,037	13,186,952	25.3%
<b>J.</b>	<b>Expenditures:</b>				
J.1	Unrestricted General Fund Expenditures (Objects 1000-6000)	52,027,087	52,027,087	16,584,782	31.9%
J.2	Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	83,064	83,064	0	
J.3	<b>Total Unrestricted Expenditures (J.1 + J.2)</b>	52,110,151	52,110,151	16,584,782	31.8%
K.	<b>Revenues Over(Under) Expenditures (I.3 - J.3)</b>	14,886	14,886	<b>-3,397,830</b>	
L.	Adjusted Fund Balance, Beginning	9,448,171	9,448,171	12,572,776	
L.1	<b>Fund Balance, Ending (C. + L.2)</b>	9,463,057	9,463,057	9,174,946	
M.	Percentage of GF Fund Balance to GF Expenditures (L.1 / J.3)	18.2%	18.2%		

**V. Has the district settled any employee contracts during this quarter?**

**NO**

**VI. Did the district have significant events for the quarter (include incurrence of long-term debt, settlement of audit findings or legal suits, significant differences in budgeted revenues or expenditures, borrowing of funds (TRANS), issuance of COPs, etc.)?** **NO**

If yes, list events and their financial ramifications. (Enter explanation below, include additional pages if needed.)

**VII. Does the district have significant fiscal problems that must be addressed?** **This year? NO**  
**Next year? NO**

If yes, what are the problems and what actions will be taken? (Enter explanation below, include additional pages if needed.)



# CALIFORNIA COMMUNITY COLLEGES CHANCELLOR'S OFFICE

## Quarterly Financial Status Report, CCFS-311Q CERTIFY QUARTERLY DATA

CHANGE THE PERIOD 

Fiscal Year: 2020-2021

Quarter Ended: (Q1) Sep 30, 2020

District: (280) SOLANO

Your Quarterly Data is Certified for this quarter.

**Chief Business Officer**

**CBO Name:** Robert V. Diamond

**CBO Phone:** 707-864-7209

**CBO Signature:** 

**Date Signed:** 11/16/2020

**District Contact Person**

**Name:** Shannon Beckham

**Title:** Controller

**Telephone:** 707-863-7810

**Chief Executive Officer Name:** Celia Esposito-Noy

**CEO Signature:** 

**Date Signed:** 11-17-2020

**Fax:** 707-863-7810

**E-Mail:** Shannon.Beckham@solano.edu

**Electronic Cert Date:** 11/16/2020

California Community Colleges, Chancellor's Office  
Fiscal Services Unit  
1102 Q Street, Suite 4550  
Sacramento, California 95811

Send questions to:  
[ccfs311admin@cccco.edu](mailto:ccfs311admin@cccco.edu)

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

**TO:** **Members of the Governing Board**

**SUBJECT:** **ANNUAL FINANCIAL REPORT – CCFS-311 FOR  
FY 2019-2020**

**REQUESTED ACTION:**

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

**SUMMARY:** Robert Diamond, Vice President, Finance and Administration, will present the 2019-20 Annual Financial and Budget Report–CCFS-311. The report has been filed as required with the California Community Colleges Chancellor’s Office.

A copy may be obtained at the Office of the Vice President of Finance and Administration, and it is also available online at: [http://www.solano.edu/governing\\_board/meetings.php](http://www.solano.edu/governing_board/meetings.php) and [http://www.solano.edu/finance\\_admin/fiscal\\_reports.php](http://www.solano.edu/finance_admin/fiscal_reports.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: \_\_\_\_\_

*Government Code:* \_\_\_\_\_ *Board Policy:* **3020** *Estimated Fiscal Impact:* \_\_\_\_\_  
**California Code of Regulations (CCR) 58305(d)**

**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**

707 864-7209

**TELEPHONE NUMBER**

Robert V. Diamond  
Finance & Administration

**VICE PRESIDENT APPROVAL**

December 4, 2020

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

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

December 16, 2020  
**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**