

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

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

EMPLOYMENT 2020-2021

Short-Term/Temporary/Substitute

<u>Name</u>	<u>Assignment</u>	<u>Fund/Grant Name</u>	<u>Effective</u>	<u>Amount</u>
Max Baluyev	Applied Music-Special Project	General Fund	03/04/21 – 05/14/21	\$50.00/hr.
Dan Fitch	Assistant Coach – Baseball	General Fund	03/04/21 – 06/30/21	\$21.00/hr.
Michele Rivard	Applied Music-Special Project	General Fund	03/04/21 – 05/14/21	\$50.00/hr.
Brian Schlegel	Applied Music-Special Project	General Fund	03/04/21 – 05/14/21	\$50.00/hr.
Dirk Smith	A to Mend Advisor – Special Project	Student Equity	03/04/21 – 06/30/21	\$4,833.00 (stipend)

GRATUITOUS SERVICE

<u>Name</u>	<u>School/Department</u>	<u>Effective</u>	<u>Assignment</u>
Patrick Harrington	Athletics	10/01/20 - 06/30/21	Swimming

Salvatore Abbate
 Human Resources

February 19, 2021
Date Submitted

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

March 3, 2021
Date Approved

AGENDA ITEM 10.(c)
MEETING DATE March 3, 2021

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

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

PERSONAL SERVICES AGREEMENTS

Student Services
Shannon Cooper Psy.D., Vice President

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Peter Cammish	Build on New Data sources developed for Student Course, Clusters, Special Populations, Multiple Measures and Math and English Tracking. Develop visualizations that include: Institution Factbook, Additions/Enhancements to Program Review Datasheets, Multiple Measure Dashboard, Math and English Tracking and Student Special Population Reporting.	March 4, 2021– June 30, 2021	Not to exceed \$19,500.00

Robert V. Diamond

Vice President, Finance & Administration

February 19, 2021

Date Submitted

Celia Esposito-Noy, Ed.D.

Superintendent-President

March 3, 2021

Date Approved

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

TO: Members of the Governing Board

SUBJECT: RESIGNATION TO RETIRE

REQUESTED ACTION:

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

SUMMARY:

<u>Name</u>	<u>Assignment & Years of Service</u>	<u>Effective</u>
Rodney Guyer	Adjunct Art Instructor 26 years of service at Solano Community College	07/18/2019

STUDENT SUCCESS IMPACT:

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

<i>Ed. Code: 24205</i>	<i>Board Policy: 4400</i>	<i>Estimated Fiscal Impact: N/A</i>
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SUPERINTENDENT'S RECOMMENDATION:

- APPROVAL** **DISAPPROVAL**
 NOT REQUIRED **TABLE**

Salvatore Abbate
Human Resources

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7263

TELEPHONE NUMBER

VICE PRESIDENT APPROVAL

February 19, 2021

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

March 3, 2021

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

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

TO: Members of the Governing Board

SUBJECT: CHANGE TO THE ALG SALARY SCHEDULE

REQUESTED ACTION:

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

SUMMARY:

The Solano College management work year is being extended by 6 days, from 223 to 229 days. This reduces the annual accruable vacation from 21 to 15 days. The attached salary schedule reflects the resulting 2.7% increase in the work year.

It is recommended that board approve the new ALG salary schedule.

STUDENT SUCCESS IMPACT:

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

Government Code: 3547 Board Policy: 2010 Estimated Fiscal Impact: None

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

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

VICE PRESIDENT APPROVAL

March 3, 2021

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

February 19, 2021

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

SOLANO COMMUNITY COLLEGE DISTRICT
Administrative Leadership 2020-2021 Salary Schedule

RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
54	156,583.40	160,311.20	164,202.30	167,930.10	171,657.91	175,385.72	179,113.51	182,920.53
53	129,614.60	134,601.62	139,789.46	145,188.35	150,799.46	156,635.33	162,705.10	169,010.09
52	118,430.07	123,417.09	129,295.67	134,003.82	139,614.93	145,450.80	151,520.57	157,843.65
51	114,910.29	119,508.25	124,286.49	129,257.53	134,429.38	139,805.47	145,397.17	151,212.53
50	109,504.54	113,883.46	118,438.07	123,177.49	128,102.91	133,227.98	138,556.15	144,097.41
49	105,085.71	109,288.91	113,660.97	118,206.45	122,935.62	127,854.18	132,967.85	138,286.05
48	97,693.61	101,601.30	105,665.31	109,892.47	114,287.33	118,859.06	123,613.34	128,557.78
47	93,936.51	97,693.61	101,601.30	105,665.31	109,892.47	114,287.33	118,859.06	123,613.68
46	90,323.17	93,936.51	97,693.61	101,601.30	105,665.31	109,892.47	114,287.33	118,857.95
45	86,849.03	90,323.17	93,936.51	97,693.61	101,601.30	105,665.31	109,892.47	114,288.74
44	83,508.37	86,849.03	90,323.17	93,936.51	97,693.61	101,601.30	105,665.31	109,891.89
43	81,904.21	85,178.70	88,586.68	92,130.41	95,815.62	99,648.02	103,633.30	107,777.97
42	78,751.82	81,904.21	85,178.70	88,586.68	92,130.41	95,815.62	99,648.02	103,633.71
41	75,723.78	78,751.82	81,904.21	85,178.70	88,586.68	92,130.41	95,815.62	99,648.25
40	72,812.13	75,723.78	78,751.82	81,904.21	85,178.70	88,586.68	92,130.41	95,815.90
39	70,012.26	72,812.13	75,723.78	78,751.82	81,904.21	85,178.70	88,586.68	92,131.00
38	67,318.53	70,012.26	72,812.13	75,723.78	78,751.82	81,904.21	85,178.70	88,584.10
37	64,746.86	67,318.53	70,012.26	72,812.13	75,723.78	78,751.82	81,904.21	85,182.79
36	62,281.29	64,746.86	67,318.53	70,012.26	72,812.13	75,723.78	78,751.82	81,900.95
35	59,910.44	62,281.29	64,746.86	67,318.53	70,012.26	72,812.13	75,723.78	78,751.86
34	57,633.14	59,910.44	62,281.29	64,746.86	67,318.53	70,012.26	72,812.13	75,723.97
33	55,441.39	57,633.14	59,910.44	62,281.29	64,746.86	67,318.53	70,012.26	72,813.77

Employees possessing an earned doctorate from an accredited institution will receive an additional \$2400 Annually

Career Increments after:

10 years	\$1,000
15 years	\$1,200
19 years	\$1,500
20 years	\$1,600
25 years	\$2,300
29 years	\$3,000

Salary Schedule is based on 229 workdays

Effective: 01/01/2021

Board Approved: 03/03/2021

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

TO: Members of the Governing Board

SUBJECT: SELECTION OF AUDIT FIRM

REQUESTED ACTION:

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

SUMMARY:

On November 10, 2020 the District issued a Request for Proposals from audit firms for a five-year period beginning with the 2021-22 audit. Five proposals were received and evaluated by a screening committee comprised of one member of the Board of Trustees, a representative from the Citizen’s Bond Oversight Committee, the Vice President of Finance and Administration, and the Controller. The top two firms were then interviewed by the audit committee of the Board of Trustees. District staff is recommending that the Board authorize the Vice President of Finance and Administration to commence negotiations with Clifton Larson Allen (CLA) for a contract of five years of audit services. CLA’s proposal is attached which proposes a five-year cost of \$308,500 for the District audit and \$33,800 for District bond audits, for a total five-year cost of \$342,300.

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: 84040</i>	<i>Board Policy: 3070</i>	<i>Estimated Fiscal Impact: \$342,300</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

February 19, 2021

DATE SUBMITTED TO

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

March 3, 2021

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

IV. Rate/Fee Schedules

Our fees are based on the timely delivery of services provided, the experience of personnel assigned to the engagement, and our commitment to meeting your deadlines.

CLA understands the importance of providing our clients with value-added approaches. We propose to provide routine, proactive quarterly meetings — as part of our fee — that will allow us to review and discuss with you the impact of new accounting issues, as well as any other business issues you are facing and how they should be handled. This level and frequency of interaction will enable CLA to help you tackle challenges as they come up, and take full advantage of opportunities that arise.

Staff Level	Estimated Hours	Hourly Rates	Total Cost
Principal	30	\$290	\$8,700
Signing Director	50	\$290	\$14,500
Manager	110	\$200	\$22,000
Senior	215	\$170	\$36,550
Associate	215	\$160	\$34,400
Administrative Support	20	\$ 55	\$1,100
Total District Audit Services			\$120,250

The maximum cost for the audit for each of the four years, with the option to renew for an additional one year are shown below:

Professional Services	2021-22	2022-23	2023-24	2024-25	2025-26
District Audit Service	\$123,725	\$126,455	\$128,984	\$131,563	\$134,195
Technology and Client Support Fee (5%)	\$ 6,199	\$ 6,323	\$ 6,449	\$ 6,578	\$ 6,710
Less: Professional Discount	(\$69,174)	(\$71,277)	(\$73,433)	(\$75,641)	(\$78,404)
Total District Audit Service	\$61,000	\$61,000	\$61,500	\$62,000	\$63,000
Proposition 39 Audit Service – Financial and Performance	\$ 7,350	\$ 7,497	\$ 7,647	\$ 7,800	\$ 7,956
Technology and Client Support Fee (5%)	\$ 368	\$ 375	\$ 383	\$ 390	\$ 398
Less: Professional Discount	(\$ 1,018)	(\$ 1,172)	(\$ 1,279)	(\$ 1,390)	(\$ 1,018)
Total Proposition 39 Audit Service	\$ 6,700	\$ 6,700	\$ 6,750	\$ 6,800	\$ 6,850

We have found over the years that our clients don't like fee surprises. Neither do we. We commit to you, as we do all of our clients, that:

- We will be available for brief routine questions at no additional charge, a welcome investment in an on-going relationship.
- Like most firms, we are investing heavily in technology to enhance the client experience, protect our data environment, and deliver quality services. We believe our clients deserve clarity around our Technology and Client Support Fee, and we will continue to be transparent with our fee structure.
- Any additional charges not discussed in this proposal will be mutually agreed upon up front.
- We will always be candid and fair in our fee discussions, and we will avoid surprises.

Fee considerations

The fee proposal is based on the following:

- District personnel will provide assistance periodically throughout the year and during the assurance fieldwork with regard to account analysis and provision of year-end account reconciliation work papers and schedules.
- The assurance reports will be delivered in accordance with the District's deadlines.
- Satisfactory completion of our firm's normal client acceptance procedures.
- Professional standards and regulations currently in effect. We reserve the right to modify your proposed fee if professional standards or regulations change for any engagement period.
- No significant changes in the operations of the District subsequent to the date of this proposal.

Ongoing consultation

We do not anticipate the District will receive additional billings related to the annual audit procedures, as we anticipate cooperation from staff and receipt of information for timely completion of your audit. It is also our policy not to bill you for routine telephone calls. Our quoted fee includes routine general consultation throughout the year, however, if you seek a written opinion, or if the issue requires us to perform research, we will bill you at our standard rates for these services. We will discuss these fees with you before we conduct our work.

We have a 24-48 hour response policy to return calls/emails from your supervisory committee, board, or management to provide effective and timely communication. CLA's personnel are always available to provide assistance by telephone without additional cost to you. If the person you need to talk to is not available at the time you call, we will contact him/her and have him/her get back to you. We have a number of qualified principals on our staff that can provide you with timely and competent assistance.

Our last word on fees — we are committed to serving you. Therefore, if fees are a deciding factor in your selection of an accounting firm, we would appreciate the opportunity to discuss with you the scope of our audit plan. At CLA, it's more than just getting the job done.

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AWARD TO ARMAS ENGINEERING INC.
FOR CONSTRUCTION SERVICES FOR THE NUT TREE
AERONAUTICS POWER, LIGHTING AND COMPRESSED
AIR PROJECT**

REQUESTED ACTION:

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

SUMMARY:

Board approval is requested for award of a contract to Armas Engineering Inc. for the Nut Tree Aeronautics Power, Lighting and Compressed Air Project. The scope of work includes installation of nine (9) compressed air hose reels, electrical receptacles, including nine (9) cord reels, and twelve (12) light fixtures for the Nut Tree Aeronautics Building to improve safety and provide students with additional support for instruction.

CONTINUED ON THE NEXT PAGE

STUDENT SUCCESS IMPACT:

- Help our students achieve their educational, professional and personal goals
- Basic skills education
- Workforce development and training
- Transfer-level education
- Other: Update infrastructure that supports classrooms or related college facilities

<i>Ed. Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact: \$58,686 Strong Workforce Program</i>
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SUPERINTENDENT’S RECOMMENDATION: **APPROVAL** **DISAPPROVAL**
 NOT REQUIRED **TABLE**

Lucky Lofton
Executive Bonds Manager

PRESENTER’S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 863-7855

TELEPHONE NUMBER

Robert V. Diamond
VP, Finance & Administration

VICE PRESIDENT APPROVAL

February 19, 2021

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

March 3, 2021

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AWARD TO ARMAS ENGINEERING INC.
FOR CONSTRUCTION SERVICES FOR THE NUT TREE
AERONAUTICS POWER, LIGHTING AND COMPRESSED
AIR PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

A proposal was requested from Armas Engineering Inc., a contractor on the District's Pre-Approved Contractor list for the District's Board Approved CUPCCAA (California Uniform Public Construction Cost Accounting Act) program. The proposal was reviewed, and the proposed pricing was determined to be fair and appropriate to the scope of work requested.

The Board is asked to approve a contract to Armas Engineering Inc. in the amount of \$58,686.

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

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: APPROVAL OF CONTRACT CHANGE ORDER #11 TO
BHM CONSTRUCTION, INC. FOR THE FAIRFIELD
LIBRARY/LEARNING RESOURCE CENTER PROJECT

REQUESTED ACTION:

- Information OR Approval
 Consent OR Non-Consent

SUMMARY:

Board approval is requested for Change Order #11 to the Contract with BHM Construction, Inc. (BHM) the general contractor for the Fairfield Library/Learning Resource Center (LLRC) Project. On October 16, 2019 the Board approved a contract with BHM Construction, Inc. for the Fairfield LLRC Project.

CONTINUED ON THE NEXT PAGE

STUDENT SUCCESS IMPACT:

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

Ed. Code: Board Policy: Estimated Fiscal Impact: \$38,728.00 State and Measure Q Funds

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Lucky Lofton
Executive Bonds Manager

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 863-7855

TELEPHONE NUMBER

Robert V. Diamond
Vice President, Finance and Administration

VICE PRESIDENT APPROVAL

February 19, 2021

DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT

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

March 3, 2021

DATE APPROVED BY
SUPERINTENDENT-PRESIDENT

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT CHANGE ORDER #11 TO BHM
CONSTRUCTION, INC. FOR THE FAIRFIELD
LIBRARY/LEARNING RESOURCE CENTER PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

During the process of construction, RFI/Submittal review and project inspection, the following issues/changes were noted/required:

- Skylight inflator power not shown on drawings
- Access control credit for removal of unnecessary proximity enrollment readers
- Addition of fire rated HVAC shafts for code compliance
- Cost saving changes to lighting control system
- Added cost to install roof hose bibbs due to unforeseen piping conflicts
- Design credit to Noll & Tam for corrective work by BHM
- Cost to anodize aluminum window surrounds not included in specifications
- Added cost to frame exterior entry lights due to unforeseen conflicts
- Rooftop metal enclosures for ducting due to unforeseen conflicts
- Fire sprinkler changes not included in drawings
- Relocate hot water heaters due to unforeseen condition
- Owner requested additional card reader and associated hardware for new fire riser room
- Replacement nailer for RTU (roof top unit) curbs due to unforeseen condition
- Restock fee for panic devices incorrectly specified
- Electrical to urinals not shown in drawings
- Engineering credit to Noll & Tam for RFI proposal
- Added elevator structural steel due to unforeseen requirements by manufacturer
- Added elevator framing and drywall due to unforeseen requirements by manufacturer

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

Following is a summary of the Contract:

\$ 30,279,100	Original Contract Amount
\$ 647,252	Previously Approved Change Orders (10)
<u>\$ 38,728</u>	Proposed Change Order #11
\$ 30,965,080	New Contract Amount, including this Change Order #11

The Board is asked to approve this Change Order #11 to BHM Construction, Inc. in the amount of \$38,728.00 resulting in a new contract amount of \$30,965,080.00.

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



SOLANO SWINERTON
COMMUNITY COLLEGE MANAGEMENT & CONSULTING

Change Order

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

Change Order # 11
Project Number: 19-009
Date: 3-Mar-21

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

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

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

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

The Contract is Changed as Follows:

PCO No.

65.1	Skylight inflator power not shown on drawings	\$5,195.00
71	Access control credit for removal of unnecessary proximity enrollment readers	(\$41,122.00)
76.1	Addition of fire rated HVAC shafts for code compliance	\$14,335.00
79	Cost saving changes to lighting control system	(\$1,575.00)
83	Added cost to install roof hose bibbs due to unforeseen piping conflicts	\$8,296.00
88	Design credit to Noll & Tam for corrective work by BHM	(\$4,250.00)
89.1	Cost to anodize aluminum window surrounds not included in specifications	\$7,982.00
92	Added cost to frame exterior entry lights due to unforeseen conflicts	\$2,505.00
94	Rooftop metal enclosures for ducting due to unforeseen conflicts	\$5,155.00
96.1	Fire sprinkler changes not included in drawings	\$832.00
98	Relocate hot water heaters due to unforeseen condition	\$3,094.00
100	Owner requested additional card reader and associated hardware for new fire riser room	\$6,527.00
101	Replacement nailer for RTU curbs due to unforeseen condition	\$3,648.00
106	Restock fee for panic devices incorrectly specified	\$1,208.00
107	Electrical to urnials not shown in drawings	\$3,132.00
108	Engineering credit to Noll & Tam for RFI proposal	(\$950.00)
109	Added elevator structural steel due to unforeseen requirements by manufacturer	\$20,543.00
109b	Added elevator framing and drywall due to unforeseen requirements by manufacturer	\$4,173.00

TOTAL COST OF CHANGE ORDER

Add \$86,625.00
Deduct (\$47,897.00)
\$38,728.00

FINAL CHANGE ORDER AMOUNT:

Original Contract Sum:	\$ 30,279,100.00
Total Change By Previous Change Order:	\$ 647,252.00
Contract Sum Prior to This Change Order:	\$ 30,926,352.00
Original Contract Sum will be Increased by This Change Order:	\$38,728.00
The New Contract Sum Including This Change Order Will Be:	\$ 30,965,080.00
The New Contract Completion Date Will Be:	
Contract Time Will Be Unchanged by This Change Order:	X
The Date Of Substantial Completion As Of This Change Order Is:	4/30/2021

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

Date: _____

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

Date: _____

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

Date: _____

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

Date: _____

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

TO: Members of the Governing Board

**SUBJECT: AGREEMENT BETWEEN THE FOUNDATION FOR
COMMUNITY COLLEGES AND SOLANO COMMUNITY
COLLEGE DISTRICT ON THE USE OF CORNERSTONE
LEARNING MANAGEMENT SYSTEM**

REQUESTED ACTION:

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

SUMMARY:

An agreement between the Foundation for California Community Colleges and Solano Community College District on the utilization of Cornerstone Learning Management System is being presented for review and approval by the Governing Board. Cornerstone LMS will enable the District to create, assign and track professional development trainings and will enhance the services provided by the Vision Resource Center Project. This agreement includes free access, technical and customer service support for Cornerstone LMS software. The MOU shall be in effect once signed by all parties and is renewable for up to a total of five years.

STUDENT SUCCESS IMPACT:

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

<i>Ed. Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact:</i>	<i>\$0</i>
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SUPERINTENDENT’S RECOMMENDATION:	<input type="checkbox"/> APPROVAL	<input type="checkbox"/> DISAPPROVAL
	<input type="checkbox"/> NOT REQUIRED	<input type="checkbox"/> TABLE

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

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

ADDRESS

707-864-7117

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

VICE PRESIDENT APPROVAL

February 10, 2021

**DATE SUBMITTED TO
INTENDENT-PRESIDENT**

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

March 3, 2021

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**



FOUNDATION *for* CALIFORNIA
COMMUNITY COLLEGES

MEMORANDUM OF UNDERSTANDING

Between

THE FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES

And

PARTICIPATING COLLEGES

Agreement SSC-044-18

The Vision Resource Center Project

This Memorandum of Understanding (“MOU”) is entered into by the Foundation for California Community Colleges, a 501(c)(3) corporation, the official nonprofit supporting the California Community Colleges Chancellor’s Office (“FOUNDATION”), and Solano Community College, (“PARTICIPATING COLLEGE”).

RECITALS

WHEREAS, the purpose of this MOU is to establish cooperative terms and conditions between the FOUNDATION and PARTICIPATING COLLEGE to integrate and utilize Cornerstone, a professional development Learning Management System (“LMS”), with the existing Vision Resource Center Project (“VRCProject”).

WHEREAS, the FOUNDATION is a nonprofit 501(c)(3) corporation and the official nonprofit supporting the California Community Colleges Chancellor’s Office and the California Community Colleges Board of Governors, and its mission is to benefit, support and enhance the California Community College system;

WHEREAS, the VRCProject –a service of the California Community College Education Services (CCC Ed. Services)–is California Community Colleges’ online website for trainings, professional development, effective practices, and educational resources. The VRCProject supplements and complements in-person trainings and technical assistance provided to community college faculty, staff, and administrators;

WHEREAS, the Cornerstone Project is a collaboration between the FOUNDATION and the California Community Colleges Chancellor’s Office to utilize Cornerstone’s LMS to expand and enhance the VRCProject. Cornerstone will provide the PARTICIPATING COLLEGES and the VRCProject with features including online training resources, reporting, training assignments and tracking, customized and automated communications, collaborative online communities, file sharing, and a flexible calendar system.

WHEREAS, the Cornerstone LMS will enable supervisors, colleges, and districts to create, assign and track courses and trainings, obtain reports on course completion, and communicate college-wide. Cornerstone LMS integration will provide the potential to create direct connections in these areas between all California Community Colleges through a centralized database.

REPRESENTATIONS AND WARRANTIES

1. **Signing Authority.** FOUNDATION represents and warrants its signatories to this MOU are authorized to sign this MOU on behalf of the FOUNDATION. PARTICIPATING COLLEGE represents and warrants its signatories to this MOU are authorized to sign this MOU on behalf of the PARTICIPATING COLLEGE.

AGREEMENT

NOW, THEREFORE, the parties agree to the terms and conditions contained in this MOU, outlining the relationship between FOUNDATION and PARTICIPATING COLLEGE for the Term and with respect to the subject matter herein, as follows:

1. **Effective Date.** This MOU shall be effective once signed by all parties to this MOU (“Effective Date”).
2. **Term.** The term of this MOU shall begin on the Effective Date and end on June 30, 2021 and is renewable upon the written and signed agreement of both parties for up to a total of five years.
3. **Termination.** The Parties shall have the right to terminate this Agreement for any reason or no reason at all, without penalty, at any time by providing the other with at least thirty (30) days written notice of termination in accordance with Section 7 of this Agreement.
4. **Confidential Information.** “Confidential Information” means any proprietary or confidential information as such terms are most broadly defined under applicable law; including non-public institutional information, student, and employee data; documentation, forms, technical specifications, access procedures, system security information, software, methods, reports and lists. “Confidential Information” also includes any non-public information of FOUNDATION or PARTICIPATING COLLEGE disclosed by either party to the other party, either directly or indirectly, in writing, orally or by inspection of tangible objects, or to which the other party may have access, which a reasonable person would consider confidential. Each party agrees:
 - (1) not to copy or use the other party’s Confidential Information in any way, except as permitted by this MOU;
 - (2) not to disclose the other party’s Confidential Information to any third party, except as required by law, to its attorneys and accountants as reasonably necessary, or as authorized by this MOU; and
 - (3) to protect the other party’s Confidential Information reasonably and with due care.

Information is not Confidential Information if a party can clearly show that it became known to the receiving party prior to receipt from the disclosing party, has become publicly known, except through breach of this Agreement, or is independently developed without reference to Confidential Information. The parties further acknowledge that knowing or negligently sharing Confidential Information constitutes a breach of this Agreement.

5. PARTICIPATING COLLEGE Responsibilities.

The PARTICIPATING COLLEGE shall:

- 1) Analyze a Cornerstone LMS sample data feed and compare it with the PARTICIPATING COLLEGE's Human Resource Information System (HRIS) feed to identify similar fields and required clean up and customization.
- 2) Provide the FOUNDATION with the PARTICIPATING COLLEGE's specific data feed files for upload to the Cornerstone LMS.
- 3) Establish and schedule an automated data feed to Cornerstone LMS, or designated data warehouse, to ensure data integrity of specific employee information, including faculty, staff, and administrator names, titles, and contact information. Resolve any errors that may occur.
- 4) Assign a dedicated PDL as the PARTICIPATING COLLEGE's system administrator to serve as the primary VRCProject and Cornerstone LMS contact. The PDL will acquire expertise with the Cornerstone LMS system, assign courses, and communicate to staff via the welcome screen, the Connect forum, and other channels.
- 5) Where appropriate, involve College's Professional Development Coordinator, Director of Information Services, Director/Manager of Human Resources, or comparable positions in Cornerstone implementation.
- 6) Customize the PARTICIPATING COLLEGE's main professional development welcome screen colors, headers, images, and navigation.
- 7) Where applicable, add PARTICIPATING COLLEGE-specific instructor led trainings, on-campus workshops, and Keenan Safe Schools courses into Cornerstone LMS.
- 8) Send PARTICIPATING COLLEGE-wide Cornerstone email announcements in preparation for launch.
- 9) Customize training resources, materials, and instructions provided by the FOUNDATION and make available online to the PARTICIPATING COLLEGE community.
- 10) Monitor the PARTICIPATING COLLEGE's online community for FAQs and share feedback with the FOUNDATION for continuous improvements.

6. FOUNDATION Responsibilities.

The FOUNDATION shall:

- 1) Provide the PARTICIPATING COLLEGE with free integration and cover licensing fees for the Cornerstone LMS for faculty, staff, and administrators for the term of this MOU.
- 2) Provide the PARTICIPATING COLLEGE with sample data feed template for Cornerstone LMS integration.

- 3) Have a dedicated staff person to serve as the Cornerstone LMS global system administrator and point of contact for the PARTICIPATING COLLEGE for any issues or questions that arise.
- 4) Provide the PARTICIPATING COLLEGE with functionality to access Cornerstone through single sign-on access to the Cornerstone LMS.
- 5) Provide training resources, materials, and instructions to the PARTICIPATING COLLEGE.
- 6) Provide technical support and customer service for Cornerstone LMS and the VRCProject through set up, integration, and implementation at the PARTICIPATING COLLEGE.
- 7) Train the PARTICIPATING COLLEGE's Professional Development Lead (PDL) on the Cornerstone LMS and the VRCProject.
- 8) Upon request, FOUNDATION shall make available to the Chancellor's Office all system, college, and district data collected by the Cornerstone LMS.
- 9) FOUNDATION global system administrators will respond to and escalate any accessibility-related issue reported by end users or PARTICIPATING COLLEGE's system administrator(s).
- 10) Accessibility issues may be reported using contact methods directly in the LMS, or by use of FOUNDATION-maintained service desk software. FOUNDATION global system administrators will prioritize and escalate any accessibility-related issue by creating a support request with Cornerstone Global Technology Services to address the concern.

7. **Notices.** All notices and other communications required or permitted to be given under this MOU must be directed to the following individuals:

FOUNDATION PROGRAM MANAGER (All Programmatic Issues)

Elizabeth Kay
Director of Professional Development
1102 Q Street, Suite 4800
Sacramento, CA 95811
bkay@foundationccc.org

FOUNDATION CONTRACTS DEPARTMENT

Foundation for California Community Colleges
Contracts Department
1102 Q Street, Suite 4800
Sacramento, CA 95811
contracts@foundationccc.org

SOLANO COMMUNITY COLLEGE

David Williams
Vice President, Academic Affairs
4000 Suisun Valley Road

8. General Terms and Conditions.

- a. **Entire Agreement.** This MOU, and any valid amendments thereto, constitutes the entire, complete, final and exclusive agreement between the parties with respect to the subject matter hereof and supersedes and replaces any and all prior and contemporaneous communications between the FOUNDATION and PARTICIPATING COLLEGE regarding such subject matter.
- b. **Interpretation.** This MOU is the product of joint collaboration and drafting by authorized representatives of both PARTICIPATING COLLEGE and the FOUNDATION. Therefore, an interpretation of any term or condition contained herein shall not be construed against either party as the drafting party.
- d. **Headings.** Paragraph headings in this MOU are used solely for convenience and shall be wholly disregarded in the construction of this MOU. Paragraph headings shall not be deemed to define, limit or extend the scope or intent of the paragraphs to which they appertain.
- e. **Counterparts.** The Parties agree that this MOU may be executed in counterparts, each of which shall be deemed to be an original, but both of which together shall constitute one and the same instrument, and that a photocopy, pdf or facsimile may serve as an original. If this MOU is executed in counterparts, no signatory hereto shall be bound until both the parties have fully executed a counterpart of this MOU.
- f. **Modification.** This MOU may be modified only upon signed written agreement by both parties.
- h. **Non-Waiver.** The failure of either FOUNDATION or PARTICIPATING COLLEGE, whether purposeful or otherwise, to exercise in any instance any right, power or privilege (including but not limited to waiver) under this Agreement or under law of this Agreement shall not constitute a waiver of any other right, power or privilege, nor of the same right, power or privilege in any other instance. Any waiver by FOUNDATION must be in writing.
- i. **Severability.** If any provision(s) of this MOU is found by a court having jurisdiction hereof to be unenforceable, invalid, or contrary to law, that provision(s) shall be deemed to be severed from the remainder of this MOU, and the remaining provisions shall be harmonized and interpreted as the agreement between the parties.
- j. **Indemnification.** The FOUNDATION shall defend, indemnify and hold the PARTICIPATING COLLEGE, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this MOU but only in proportion to and to the extent such liability, expense, attorneys' fees or claims for injury or damages are caused by or resulted from the negligent or intentional acts or omissions of the FOUNDATION, its officers, agents, or employees. The PARTICIPATING COLLEGE shall defend, indemnify and hold the FOUNDATION, its officers, employees and agents harmless from and against any and all liability, loss, expense (including

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

- k. **Intellectual Property.** FOUNDATION retains all proprietary and intellectual property rights, title and interest in and to FOUNDATION data and content.
- l. **Assignment.** Neither party shall assign this MOU or any right or interest hereunder to another party, without the other party's prior written and signed consent.
- m. **Restrictions.** Software means: (i) any and all of Cornerstone's proprietary web-based applications, including, without limitation, all updates, revisions, bug-fixes, upgrades, and enhancements thereto, as well as applications that have been modified in any way by Cornerstone at the request of a client; and (ii) application functionality and eLearning content provided by Cornerstone-contracted third parties.

The Software used under this MOU may be used only for the PARTICIPATING COLLEGE's lawful business purposes. PARTICIPATING COLLEGE shall not: (i) use or deploy the Software in violation of applicable laws or this Agreement; (ii) resell any Software or Service; (iii) create any derivative works based upon the Software; (iv) reverse engineer, reverse assemble, decompile or otherwise attempt to derive source code from the Software or any part thereof (except to the extent that such restriction is not permitted under applicable law); (v) make any Software or Service available to any unauthorized parties; or (vi) release the results of benchmark tests or other comparisons of any Software or Service with other software, services, or materials.

- n. **Choice of Law.** This MOU shall be interpreted, governed and construed in accordance with the internal substantive laws of the State of California. Any dispute or claim arising from this MOU shall be resolved in a state or federal court in Sacramento, California. The parties specifically submit to the personal jurisdiction and subject matter jurisdiction of the state and federal courts located in Sacramento, California.

THE PARTIES HEREBY EXECUTE THIS MOU.

PARTICIPATING COLLEGE

**FOUNDATION FOR CALIFORNIA
COMMUNITY COLLEGES**

By: 

By: _____

Print Name: David Williams

Print Name: Beth Kay

Title: Vice President, Academic Affairs

Title: Director of Professional Development

Date: 2/8/21

Date: _____

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

TO: **Members of the Governing Board**

SUBJECT: **BOARD STUDY SESSION – OVERVIEW OF BUSINESS
AND ENTREPRENEURSHIP SECTOR INITIATIVES**

REQUESTED ACTION:

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

SUMMARY:

Charles Eason, Statewide Director Business and Entrepreneurship, will give an update on the California Community Colleges (CCC) Business and Entrepreneurship Sector Initiatives.

STUDENT SUCCESS IMPACT:

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

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

Charles Eason, MBA
Statewide Director, Business & Entrepreneurship

PRESENTER’S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 863-7846

TELEPHONE NUMBER

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

VICE PRESIDENT APPROVAL

February 22, 2021

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

March 3, 2021

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: **Members of the Governing Board**

SUBJECT: **CCFS-311Q FINANCIAL REPORT, 2nd QUARTER,
FY 2020-2021**

REQUESTED ACTION:

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

SUMMARY:

AB 2910, Chapter 1486, Statutes of 1986, requires California community college districts to report quarterly on their financial condition. The CCFS-311Q quarterly financial report for the second 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: _____

<i>Government Code:</i>	<i>Board Policy: 3020</i>	<i>Estimated Fiscal Impact:</i>
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SUPERINTENDENT’S RECOMMENDATION: **APPROVAL** **DISAPPROVAL**
 NOT REQUIRED **TABLE**

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

February 19, 2021

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

March 3, 2021

**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: (Q2) Dec 31, 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
I.	Unrestricted General Fund Revenue, Expenditure and Fund Balance:				
A.	Revenues:				
A.1	Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)	43,050,997	52,690,954	54,010,332	52,125,037
A.2	Other Financing Sources (Object 8900)	418	0	0	0
A.3	Total Unrestricted Revenue (A.1 + A.2)	43,051,415	52,690,954	54,010,332	52,125,037
B.	Expenditures:				
B.1	Unrestricted General Fund Expenditures (Objects 1000-6000)	51,824,322	52,857,086	53,526,875	52,027,087
B.2	Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	0	37,661	2,502	83,064
B.3	Total Unrestricted Expenditures (B.1 + B.2)	51,824,322	52,894,747	53,529,377	52,110,151
C.	Revenues Over(Under) Expenditures (A.3 - B.3)	-8,772,907	-203,793	480,955	14,886
D.	Fund Balance, Beginning	13,082,280	15,233,671	16,011,358	9,448,171
D.1	Prior Year Adjustments + (-)	0	981,480	613,416	9,463,057
D.2	Adjusted Fund Balance, Beginning (D + D.1)	13,082,280	16,215,151	16,624,774	18,911,228
E.	Fund Balance, Ending (C. + D.2)	4,309,373	16,011,358	17,105,729	18,926,114
F.1	Percentage of GF Fund Balance to GF Expenditures (E. / B.3)	8.3%	30.3%	32%	36.3%

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)				
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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		20,965,234	16,757,955	18,791,838
H.2	Cash, borrowed funds only		0	0	0
H.3	Total Cash (H.1+ H.2)	17,926,230	20,965,234	16,757,955	18,791,838

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)
I.	Revenues:				
I.1	Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)	52,125,037	52,125,037	31,238,850	59.9%
I.2	Other Financing Sources (Object 8900)	0	0	0	
I.3	Total Unrestricted Revenue (I.1 + I.2)	52,125,037	52,125,037	31,238,850	59.9%
J.	Expenditures:				
J.1	Unrestricted General Fund Expenditures (Objects 1000-6000)	52,027,087	52,027,087	25,109,852	48.3%
J.2	Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	83,064	83,064	0	
J.3	Total Unrestricted Expenditures (J.1 + J.2)	52,110,151	52,110,151	25,109,852	48.2%
K.	Revenues Over(Under) Expenditures (I.3 - J.3)	14,886	14,886	6,128,998	
L.	Adjusted Fund Balance, Beginning	18,911,228	18,911,228	9,385,945	
L.1	Fund Balance, Ending (C. + L.2)	18,926,114	18,926,114	15,514,943	
M.	Percentage of GF Fund Balance to GF Expenditures (L.1 / J.3)	36.3%	36.3%		

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?
Next year?

NO
NO

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