

**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

District Resignation

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Dagmar Kuta	90% IT / 10% Instructional Lab Assistant II 2 Years and 8 Months of Service at SCC	04/12/2021

Short-Term/Temporary/Substitute

<u>Name</u>	<u>Assignment</u>	<u>Fund/Grant Name</u>	<u>Effective</u>	<u>Amount</u>
Kerry Dill	Athletic Trainer-COVID Contact Tracer	CARES Act HEERF	04/22/21 – 6/30/21	\$18.50/hr.
Taryn Sigl	Athletic Trainer-COVID Contact Tracer	CARES Act HEERF	04/22/21 – 06/30/21	\$18.50/hr.

GRATUITOUS SERVICE

<u>Name</u>	<u>School/Department</u>	<u>Effective</u>	<u>Assignment</u>
Jackson DeVries	Athletics	04/22/21 – 06/30/21	Tennis coaching

Salvatore Abbate
Human Resources

April 8, 2021

Date Submitted

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

April 21, 2021

Date Approved

EMPLOYMENT 2021-2022

REQUEST FOR REDUCED WORKLOAD

In accordance with section 10.2 of the CCA/CTA/NEA Collective bargaining agreement, the following instructors are requesting a reduced workload for the 2021-2022 academic year. The reduction is authorized under section 22713 of the California Education Code. The request for a reduced workload is recommended.

<u>Name</u>	<u>Position</u>	<u>Reduction</u>
Kathy Conrad	Chemistry Instructor	26.67%
Sarah Donovan	Math Instructor	48.9%
Susanna Gunther	Math Instructor	50%
John Urrutia	Computer Information Systems Instructor	40%

**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:

03/02/2021	Vendor Payments	11106897-11106903	\$ 165,363.75
03/02/2021	Vendor Payments	11106904-11106907	\$ 1,941,691.12
03/02/2021	Vendor Payments	11106908-11106949	\$ 138,995.82
03/09/2021	Vendor Payments	11106950-11106953	\$ 12,716.96
03/09/2021	Vendor Payments	11106954-11106960	\$ 14,964.03
03/09/2021	Vendor Payments	11106961-11107006	\$ 152,920.17

CONTINUED ON NEXT PAGE:

STUDENT SUCCESS IMPACT:

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

<i>Ed. Code: 70902 & 81656</i>	<i>Board Policy: 3240</i>	<i>Estimated Fiscal Impact: \$3,658,136.70</i>
------------------------------------	---------------------------	--

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

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

Robert V. Diamond, Finance and Administration

VICE PRESIDENT APPROVAL

April 9, 2021

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

April 21, 2021

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

SUBJECT: WARRANTS

REQUESTED ACTION:

Information OR Approval
 Consent OR Non-Consent

SUMMARY:

CONTINUED FROM PREVIOUS PAGE:

03/17/2021	Vendor Payments	11107007-11107010	\$ 44,195.30
03/17/2021	Vendor Payments	11107011-11107096	\$ 309,837.85
03/17/2021	Vendor Payments	11107097-11107102	\$ 37,939.24
03/23/2021	Vendor Payments	11107103-11107105	\$ 153,028.73
03/23/2021	Vendor Payments	11107106	\$ 720.02
03/23/2021	Vendor Payments	11107107-11107135	\$ 102,287.45
03/26/2021	Vendor Payments	11107136-11107180	\$ 135,175.92
03/30/2021	Vendor Payments	11107181-11107186	\$ 21,101.38
03/30/2021	Vendor Payments	11107187-11107189	\$ 261,752.55
03/30/2021	Vendor Payments	11107190-11107246	<u>\$ 165,446.41</u>

TOTAL: \$ 3,658,136.70

**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

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

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Sharon Neumann Solow	Present workshop on professional interpreting that will address culturally appropriate behaviors and language, ethical decision-making, and professional conduct; effective techniques and strategies: and interpreter well-being, language, and culture. Activities will include lecture and discussion with an hour-long open forum for questions and concerns to be aired, as well as suggestions for follow-up practice and reinforcement. Interpreters for Deaf attendees will be provided.	May 1, 2021 – May 1, 2021	Not to exceed \$5,100.00

Robert V. Diamond
Vice President, Finance & Administration

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

April 9, 2021
Date Submitted

April 21, 2021
Date Approved

Student Services
Shannon Cooper Psy.D., Vice President

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Dr. Frank Harris III	Present workshop on “Employing Culturally Affirming and Equity-Minded Teaching and Learning Practices to Advance Institutional Equity”. Presenter will discuss the role all faculty must embrace to advance and achieve institutional equity and propose culturally affirming teaching and learning strategies that must be employed by all classroom faculty to address inequity and disproportionate impact. Workshop to take place on Zoom on April 30, 2021 from 1:00-2:00 p.m.	April 30, 2021 – April 30, 2021	Not to exceed \$4,000.00

Human Resources
Salvatore Abbate , Manager

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Mary Egan DBA Municipal Resource Group, LLC	Investigation	March 1, 2021 – June 30, 2021	Not to exceed \$26,000.00

AGENDA ITEM 13.(a)
MEETING DATE April 21, 2021

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

TO: Members of the Governing Board
SUBJECT: CONTRACT AWARD TO FORWARD SOLUTIONS, INC.

REQUESTED ACTION:

Information OR Approval
 Consent OR Non-Consent

SUMMARY:

To provide consulting services to explore campus safety and policing at Solano Community College.

STUDENT SUCCESS IMPACT:

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

Ed. Code: _____ *Board Policy:* _____ *Estimated Fiscal Impact:* \$38,400

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

Celia Esposito-Noy, Ed.D.

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 864-7299

TELEPHONE NUMBER

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

VICE PRESIDENT APPROVAL

April 9, 2021

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

April 21, 2021
**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

April 11, 2021

Mr. Robert Diamond
Vice President of Finance and Administration
Solano Community College
4000 Suisun Valley Road
Fairfield, CA 94534

Re: Consulting Contract Agreement

Dear Mr. Diamond,

Forward Solutions, Inc. is looking forward to providing consulting services relating to exploring what campus safety and policing at Solano Community College would look like in the coming year.

Scope of Service(s):

1. Engage stakeholders and constituent groups, including students and community members (facility renters), regarding campus safety and policing services.
2. Explore what other college campuses are doing regarding safety and policing on their campuses.
3. Identify relationships between campus safety and law enforcement agencies that are effective; identify the benefits of having those relationships.
4. Review police logs and identify types of calls, crimes, etc., that can inform the college understanding of what might be needed in the coming year.
5. Identify best practices for campus safety based on research and models.
6. Put forward options for how the college can ensure the safety of all.
7. Present findings and recommendations to the Governing Board.

Deliverables:

1. Submit a report of findings for items 2-4 in the Scope of Services to the Solano Community College no later than June 15, 2021.
2. Submit a report of findings for items 1, 5-7 in the Scope of Services to the Solano Community College by October 27, 2021.
3. Present findings and recommendations to the Governing Board on November 3, 2021.

Note: Item 1 in the “Scope of Services” is very important for this study so our goal is to engage as many stakeholders as we can prior to the end of the Spring Semester and engage our stakeholders again at the start of the Fall Semester. Forward Solutions, Inc. will present the final report and recommendations to the Solano Community College Governing Board on November 3, 2021.

Terms of Agreement:

This agreement will begin on April 22, 2021 and will end on November 3, 2021. Either party may cancel this agreement on seven (7) days notice to the other party in writing by email or in a letter.

Time Devoted by Consultant:

It is anticipated the consultant will spend approximately 16 hours a week, 64 hours a month in fulfilling its obligation under this agreement. The particular amount of time may vary from day to day or week to week. However, the consultant shall devote a minimum of 64 hours per month to its duties in accordance with this agreement.

Summary of Costs:

The rate for this consulting service is \$100 an hour for on-site or remote services. The monthly estimated cost is \$6,400. The overall cost for this agreement is approximately \$38,400 for almost 5 months of services. Forward Solutions, Inc. will invoice the Solano Community College for consultant services monthly for services rendered.

We are looking forward to working with everyone in order to provide the Solano Community College with the best possible solution for their campus safety needs in the coming year.

Sincerely,



Brian Travis
Owner/CEO
Forward Solutions, Inc.

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: PUBLIC HEARING OF OPERATING
ENGINEERS/STATIONARY ENGINEERS, LOCAL 39,
BARGAINING PROPOSALS TO THE DISTRICT ON
REOPENERS

REQUESTED ACTION:

Information OR Approval
 Consent OR Non-Consent

SUMMARY:

At the Governing Board meeting held on April 7, 2021, pursuant the Government Code Section 3547 and for the purpose of public notice (“sunshining”), Operating Engineers/Stationary Engineers, Local 39, submitted its bargaining proposal to the District to open the following articles:

- Article 6: Personal Files/Evaluation
- Article 7: Retirement

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: Human Resources

Government Code:3547 Board Policy:2010 Estimated Fiscal Impact: To be determined

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

April 7, 2021

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

April 21, 2021

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: PUBLIC HEARING OF OPERATING
ENGINEERS/STATIONARY ENGINEERS, LOCAL 39,
BARGAINING PROPOSALS TO THE DISTRICT ON
REOPENERS**

REQUESTED ACTION:

Information OR Approval
 Consent OR Non-Consent

CONTINUED FROM PREVIOUS PAGE

Article 14: Pay and Allowances
Article 16: Working Conditions
Article 17: Transfers/Promotions
Article 19: Reclassifications
Article 22: Checkoff and Organizational Security
Appendix A, Classified Salary Schedule/ Operating Engineers Classifications
Appendix B, Fringe Benefit Plans

In accordance with Government Code Section 3547, the public is entitled to comment on such proposal at a public hearing. The hearing will provide members of the public with an opportunity to express their views regarding the proposal.

As sufficient time has been allotted for public response, it is recommended that the Board President close the hearing, and reconvene the regular meeting to be held on April 21, 2021.

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

TO: Members of the Governing Board

**SUBJECT: PUBLIC HEARNG OF SOLANO COMMUNITY COLLEGE
 DISTRICT BARGAINING PROPOSAL TO THE
 OPERATING ENGINEERS/STATIONARY ENGINEERS,
 LOCAL 39 ON INTERESTS**

REQUESTED ACTION:

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

SUMMARY:

Pursuant to the Government Code Section 3547, public comment on such proposal shall be received on the Solano Community College District and the Operating Engineers/Stationary Engineers, Local 39, which are preparing to enter into negotiations.

CONTINUED ON THE NEXT PAGE

STUDENT SUCCESS IMPACT:

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

<i>Ed. Code: 3547</i>	<i>Board Policy: 2010</i>	<i>Estimated Fiscal Impact: Unknown</i>
SUPERINTENDENT'S RECOMMENDATION: Salvatore Abbate Human Resources <hr/> PRESENTER'S NAME 4000 Suisun Valley Road Fairfield, CA 94534 <hr/> ADDRESS 707-864-7281 <hr/> TELEPHONE NUMBER <hr/> VICE PRESIDENT APPROVAL April 8, 2021 <hr/> DATE SUBMITTED TO SUPERINTENDENT-PRESIDENT	<input type="checkbox"/> APPROVAL <input type="checkbox"/> DISAPPROVAL <input checked="" type="checkbox"/> NOT REQUIRED <input type="checkbox"/> TABLE	<hr/> Celia Esposito-Noy, Ed.D. Superintendent-President <hr/> April 21, 2021 <hr/> DATE APPROVED BY SUPERINTENDENT-PRESIDENT

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

TO: Members of the Governing Board

**SUBJECT: PUBLIC HEARNG OF SOLANO COMMUNITY COLLEGE
DISTRICT BARGAINING PROPOSAL TO THE
OPERATING ENGINEERS/STATIONARY ENGINEERS,
LOCAL 39 ON INTERESTS**

REQUESTED ACTION:

- | | | |
|--------------------------------------|----|---|
| <input type="checkbox"/> Information | OR | <input checked="" type="checkbox"/> Approval |
| <input type="checkbox"/> Consent | OR | <input checked="" type="checkbox"/> Non-Consent |

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

This item introduces the District’s proposal to the Operating Engineers/Stationary Engineers, Local 39, for the purpose of public notice (“sunshining”) to work with the Operating Engineers/Stationary Engineers, Local 39, on the following interest.

The District’s interest is in the review, reorganization and reconsideration of all contract articles.

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT WITH TOTAL COMPENSATION SYSTEMS,
INC. TO PERFORM ROLL FORWARD RETIREE HEALTH
BENEFITS ACTUARIAL VALUATION**

REQUESTED ACTION:

Information OR Approval
 Consent OR Non-Consent

SUMMARY: The District contracted with Total Compensation Systems, Inc. (TCS) to conduct its bi-annual retiree health benefits actuarial study, as required by Governmental Accounting Standards Board (GASB) 74/75. The last study was completed in 2019.

GASB 75 requires a valuation every two years. This proposal includes the subsequent roll-forward that is scheduled for June 2022.

Board approval is requested to contract with Total Compensation Systems, Inc. to perform the valuation. Total contract not to exceed \$11,610. Attached is a copy of the contract.

STUDENT SUCCESS IMPACT:

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

Government Code: N/A Board Policy: 3225 Estimated Fiscal Impact: \$11,610.00

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

April 9, 2021

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

April 21, 2021

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

CONSULTING SERVICES AGREEMENT

This Agreement is entered into effective the 1st day of May, 2021 by and between Total Compensation Systems, Inc. ("Consultant"), a California corporation with principal offices located at 5655 Lindero Canyon Road, Suite 223, Westlake Village, California, 91362 and Solano County Community College District ("Customer").

The following shall govern the provision of consulting services by Consultant to Customer.

1. Consulting Services. Consultant shall provide the consulting services described on Schedule 1 attached hereto.
2. Compensation to Consultant. Customer shall pay Consultant for the consulting services described on Schedule 1 attached hereto the compensation set forth on Schedule 2 attached hereto.
3. Term and Termination. (a) Term. This Agreement shall commence on the date first written above and shall continue in effect until December 31, 2022, or until all consulting services described on Schedule 1 have been performed, whichever occurs first, unless sooner terminated in accordance with the provisions of this Agreement. (b) Termination Without Cause. This agreement may be terminated at any time by either party upon sixty (60) days prior written notice to the other party. (c) Termination With Cause. Either party shall have the right to terminate this Agreement upon the failure of either party to observe any of the covenants and agreements required to be observed by it under this Agreement, and such failure continues for a period of thirty (30) days after written notice thereof. (d) Rights and Obligations after Termination. Termination of this agreement shall not relieve either party of any rights or obligations arising out of the Agreement prior to termination, with the exception that the amount of the final payment that shall be made by Customer shall be based solely upon the percentage of work that was completed by Consultant.
4. Customer Will Provide Information. Customer shall provide Consultant with the information necessary for Consultant to provide the consulting services described on Schedule 1 attached hereto.
5. Authorization to Acquire Information. Customer hereby authorizes Consultant to acquire the necessary information reasonably required by Consultant to provide the consulting services described on Schedule 1 attached hereto from any agency, agencies, source or sources.
6. Customer's Right to Provide Information. Customer represents and warrants to Consultant that it has the right to provide the information that will be given by Customer to Consultant, or which will be acquired by Consultant pursuant to paragraphs 4 and 5 above.
7. Limitation on Services. Customer understands that Customer retains sole authority and responsibility for the operation and design of all Customer's employee benefit plans.
8. Ownership of Systems and Materials. All systems, programs, operating instructions, forms and other documentation prepared by or for Consultant shall be and remain the property of Consultant. All data source documents provided by Customer shall remain the property of Customer.
9. Indemnification. (a) By Customer. Customer hereby agrees to defend and indemnify Consultant and hold Consultant harmless against any claims, injury, costs or damages (including actual attorneys' fees incurred) resulting from Customer's gross negligence or willful misconduct. (b) By Consultant. Consultant hereby agrees to defend and indemnify Customer and hold Customer harmless against any claims, injury, costs or damages (including actual attorneys' fees incurred) resulting from Consultant's gross negligence or willful misconduct.

10. General.

- a. Relationship of the Parties. The relationship between Consultant and Customer established by this Agreement is that of independent contractors. Consultant and Customer shall each conduct its respective business at its own initiative, responsibility, and expense, and shall have no authority to incur any obligations on behalf of the other.
- b. Force Majeure. No party shall have liability for damages or non-performance under this Agreement due to fire, explosion, strikes or labor disputes, water, acts of God, war, civil disturbances, acts of civil or military authorities or the public enemy, transportation, facilities, labor, fuel or energy shortages, or other causes beyond that party's control.
- c. Entire Agreement. This Agreement and the Schedules attached hereto contain the entire agreement between the parties and supersedes all previous agreements and proposals, oral or written, and all negotiations, conversations, or discussions between the parties related to the subject matter of this Agreement. This Agreement shall not be deemed or construed to be modified, amended, rescinded, canceled or waived in whole or in part, except by written amendment signed by both of the parties hereto.

11. Confidentiality. Consultant recognizes that its work will bring it into close contact with confidential information of Customer, including personal information about employees of Customer. Consultant agrees not to disclose anything that is the confidential information of Customer, or that is proprietary to Customer, including its software, its legacy applications, and its databases, to any third party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as set forth below.

"CONSULTANT"
TOTAL COMPENSATION SYSTEMS, INC.

"CUSTOMER"
SOLANO COUNTY COMMUNITY COLLEGE
DISTRICT

Signed: 

Signed: _____

By: Geoffrey L. Kischuk

By: _____

Title: President

Title: _____

Date: March 31, 2021

Date: _____

SCHEDULE 1

For the purposes of this Agreement, "consulting services" shall include the following services provided by Consultant to Customer:

Consulting reports including all actuarial information necessary for Customer to comply with the requirements of current GASB accounting standards 74/75 related to retiree health benefits for two years, including one full valuation and one "roll-forward" valuation. Study results will be separated between five employee classifications. Consultant will provide as many copies of the final reports as Customer shall reasonably request.

Services do not include Consultant's attendance at any meetings, unless requested by Customer at the fee shown in Schedule 2. Services also do not include a funding valuation unless requested by Customer at the fee shown in Schedule 2

SCHEDULE 2

Customer shall pay Consultant for the retiree health valuation report based on the full valuation a total of \$8,600. One-half, or \$4,300 shall be due within 30 days of the commencement of work by Consultant. One-half, or \$4,300 shall be due within 30 days of the delivery by Consultant to Customer of the draft consulting report for the full valuation (or within 30 days of contract termination, if earlier). Customer shall also pay Consultant for the retiree valuation report based on the “roll-forward” valuation a total of \$4,300 within 30 days of the delivery by Consultant to Customer of the draft consulting report for the “roll-forward” valuation (or within 30 days of contract termination, if earlier)

If Consultant receives a non-refundable deposit from Customer of \$3,870 by June 1, 2021, all amounts shown above shall be reduced by 10%.

In addition to the above fees, Customer agrees to pay Consultant an all-inclusive fee of \$1,900 per meeting to attend meetings related to the consulting services. Customer shall pay such meeting fees within 30 days of the meeting. Also in addition, to all of the above fees, Customer will pay Consultant \$2,000 for each “funding valuation” requested by Customer. Neither the meeting fee nor the fee for a “funding valuation” shall be subject to the above discount or to any other discounts.

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

TO: Members of the Governing Board

**SUBJECT: APPROVAL OF AWARD TO JAMES THOMAS MEDIA
FOR LIVESTREAMING AND FILM PRODUCTION
EVENTS DURING COVID-19**

REQUESTED ACTION:

Information OR Approval
 Consent OR Non-Consent

SUMMARY:

Due to COVID-19, Solano College must livestream activities in Spring 2021 that would otherwise be in person. Events to be livestreamed include graduation, theater events, and the nursing graduation. The attached contract with James Thomas Media provides for livestream services to support these events. The total cost of \$35,000 will be paid from Federal CARES funds.

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>N/A</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact: \$35,000</i>
-------------------------	------------	----------------------	--

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

April 9, 2021

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

April 21, 2021

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**



JAMES THOMAS MEDIA LLC.

Scope of Work

CLIENT	
PROJECT NAME	Solano Community College - LiveSteaming and Film Production Events During Covid-19
CLIENT NAME	Celia Esposito-Noy - President/Superintendent
PRODUCT	LiveStreams and Film Production (Virtual Graduation, 4 Day Theater Performance, Nursing Graduation)
DATE: April 5, 2021	

PROJECT
PURPOSE <i>What are we looking to do?</i>
<p>JTM (James Thomas Media LLC.) will produce and stream multiple events for Solano Community College (SCC) during Covid-19. With increased need for remote communications and resources JTM will capture and distribute Graduation, four (4) Theater Events, and Nursing Graduation for SCC. This will ensure that this information is remotely accessible while large gatherings are prohibited due to Covid-19 restrictions. JTM will also handle distribution of materials and provide coordination, equipment, and labor to accomplish all item listed above.</p>

(Client Initials: _____)

Continued...

Scope of Work 2021

- **LiveStreaming and Film Production**

- ***Graduation May 27th 2021***

- Coordinate all filming
- Create and manage online photo submissions
- Multiple filming dates
- Manage video submissions
- Work with A&R to produce student lists and achievements
- Develop and edit all material
- Distribute and upload material

- ***Theater LiveStream and Syndication April 29, 30, May 1, and 2, 2021***

- Coordinate with theater department on production and setup
- Load in and setup of LiveStream Equipment and Cameras
- Cover labor and communications
- Stream covered live April 29 and May 1 - Syndication stream April 30, May 2
- Recording of broadcast provided for future use and uploaded to media outlets

- ***Nursing Graduation May 26, 2021***

- Coordinate livestream production
- Manage program and communications
- Upload and manage remade video materials
- Stream program and participants to audience
- Record broadcast and distribute

(Client Initials: _____)

Continued...

Total Compensation

Payment Terms

Covid-19 LiveStreaming and Video Resources Total: \$35,000

- **Graduation May 27th - 10,000**
- **Theater LiveStreams - 20,000 (Per Day 5,000)**
- **Nursing Graduation - 5,000**

Term of Contract - Dates Provided in Deliverables

****JTM has estimated these services based on provided information****

Terms and Conditions

1. Independent Contractor. JTM is an independent contractor and not an agent, officer or employee of Client. The parties mutually understand that this Agreement is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.
2. Notice. Any notice necessary to the performance of this Agreement shall be given in writing by personal delivery or by prepaid first-class mailed addressed to JTM at (831 Emerald Ct. Vacaville, CA, 95687) or to Client as identified below.
3. Changes and Amendments. Client requests a change in JTM's services. Any mutually agreed upon change shall be effective upon written amendment executed by both parties.
4. Unforeseen Circumstances. JTM is not responsible for any delay caused by natural disaster, war, civil disturbance, labor dispute or other cause beyond JTM's control.
5. Ownership of Deliverable. Client shall be the owner of and shall be entitled to possession and full use and control of deliverable upon final payment of all compensation owed to JTM. (JTM retains the right to use footage for promotional use)
6. Compliance with all Laws. JTM shall comply with all federal, state, and local laws applicable to JTM's performance under this Agreement.
7. Signature authority. By signing below, Client represents that it has the legal authority to execute this Agreement and agrees to be bound by same.
8. JTM Contractors and Employees. Client acknowledges that all JTM contractors and Employees are directed at discretion of JTM.
9. Additional. Additional services or costs will be billed to client.

DATE: _____

CLIENT SIGNATURE: _____

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: APPROVAL OF CONTRACT CHANGE ORDER #13 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 #13 to the Contract with BHM Construction, Inc., the general contractor for the Fairfield Library/Learning Resource Center (LLRC) Project. On October 16, 2019 the Board approved a contract with BHM Construction, Inc. (BHM) 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: \$488,117.02 State and Measure Q Funds

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Lucky Lofton
Executive Bonds Manager

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 863-7855

TELEPHONE NUMBER

Vice President, Finance and Administration
VICE PRESIDENT APPROVAL

April 9, 2021

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

April 21, 2021
**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT CHANGE ORDER #13 TO BHM
CONSTRUCTION, INC. FOR THE FAIRFIELD
LIBRARY/LEARNING RESOURCE CENTER PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

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

- Additional General Conditions due to fire sprinkler/steel delays
- 2nd floor exterior panel system change due to DSA structural requirements
- Required emergency fire pump generator signal wiring required to meet code compliance
- IT/owner requested changes to data and power locations

BHM Construction, Inc's Change Order Request includes all costs of both time and material of the aforementioned changes.

Following is a summary of the Contract:

\$30,279,100.00	Original Contract Amount
\$1,344,381.00	Previously Approved Change Orders (12)
\$488,117.02	Proposed Change Order #13
<u>\$32,111,598.02</u>	NEW Contract Amount, Including Change Order #13
4/13/2022	NEW Contract Completion Date Including Change Order #13

The Board is asked to approve this Change Order #13 to BHM Construction, Inc., in the amount of \$488,117.02 resulting in a new contract amount of \$32,111,598.02.

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 # 13
Project Number: 19-009
Date: 21-Apr-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.

21.5	Additional General Conditions due to fire sprinkler delay-119 Days (CCD 009)	\$352,071.02
66.2	2nd Floor exterior panel system change due to DSA requirements	\$100,000.00
103	Emergency generator signal wiring for code compliance (CCD 009)	\$11,245.00
128.1	IT/Owner requested power and data changes	\$24,801.00
	TOTAL COST OF CHANGE ORDER	Add \$488,117.02
	FINAL CHANGE ORDER AMOUNT:	Deduct \$0.00 \$488,117.02

Original Contract Sum:	\$ 30,279,100.00
Total Change By Previous Change Order:	\$ 1,344,381.00
Contract Sum Prior to This Change Order:	\$ 31,623,481.00
Original Contract Sum will be Increased by This Change Order:	\$488,117.02
The New Contract Sum Including This Change Order Will Be:	\$ 32,111,598.02
The New Contract Completion Date Will Be:	4/13/2022
Contract Time Will Be Unchanged by This Change Order:	
The Date Of Substantial Completion As Of This Change Order Is:	8/27/2021

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: CONTRACT AWARD TO INTEGRITY DATA & FIBER INC. FOR CONSTRUCTION SERVICES FOR THE OUTDOOR WIRELESS ACCESS POINT PROJECT

REQUESTED ACTION:

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

SUMMARY:

Board approval is requested for award of a construction services contract to Integrity Data & Fiber Inc. for the Campus Wide Outdoor Wireless Access Point Project. The purpose of the project is to improve outdoor wireless internet access for District properties currently lacking this service. The scope of work includes installation of seventy (70) wireless access points, enclosures and antennas, and installation and termination of cabling as necessary.

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 instructional equipment

<i>Ed. Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact: \$59,590 CARES Funds</i>
------------------	----------------------	--

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

April 9, 2021

**DATE SUBMITTED TO
 SUPERINTENDENT-PRESIDENT**

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

April 21, 2021

**DATE APPROVED BY
 SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AWARD TO INTEGRITY DATA & FIBER
INC. FOR CONSTRUCTION SERVICES FOR THE
OUTDOOR WIRELESS ACCESS POINT PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

A proposal was requested from Integrity Data & Fiber 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 Integrity Data & Fiber in the amount of \$59,590.

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: CONTRACT AWARD TO OJO TECHNOLOGY INC. FOR
 CONSTRUCTION SERVICES FOR THE CAMPUS WIDE
 SECURITY CAMERA REPLACEMENT PROJECT**

REQUESTED ACTION:

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

SUMMARY:

Board approval is requested for award of a construction services contract to Ojo Technology Inc. for the Campus Wide Security Camera Replacement Project. The purpose of the project is to improve campus security and safety by replacing select cameras that are no longer operating or damaged for all District locations. The scope of work includes removal of existing damaged cameras, installation of new cameras, camera configurations for compatibility and testing for a complete installation.

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: Enhance safety and security for students, faculty, and staff

<i>Ed. Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact: \$25,260.17 CARES Funds</i>
------------------	----------------------	---

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

April 9, 2021

**DATE SUBMITTED TO
 SUPERINTENDENT-PRESIDENT**

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

April 21, 2021

**DATE APPROVED BY
 SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AWARD TO OJO TECHNOLOGY INC. FOR
CONSTRUCTION SERVICES FOR THE CAMPUS WIDE
SECURITY CAMERA REPLACEMENT PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

A proposal was requested from Ojo Technology Inc., a contractor on the District's Pre-Approved Contractor list for the District's Board Approved CUPCAA (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 Ojo Technology Inc. in the amount of \$25,260.17.

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: FURNITURE ORDER TO MILES TREASTER &
ASSOCIATES FOR THE FAIRFIELD LIBRARY/
LEARNING RESOURCE CENTER BUILDING PROJECT

REQUESTED ACTION:

- Information OR Approval
 Consent OR Non-Consent

SUMMARY:

Board approval is requested for a furniture order to Miles Treaster & Associates for furniture for the new Library/Learning Resource Center Building on the Fairfield Campus. Office furniture is per Solano Community College District FF&E Standards. Non-office and Library-specific furniture has not been standardized and has been selected in consultation with Library staff and the project’s architect.

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: \$159,609.26 State and Measure Q Funds

SUPERINTENDENT’S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Lucky Lofton
Executive Bonds Manager

PRESENTER’S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 863-7855

TELEPHONE NUMBER

Vice President, Finance and Administration
VICE PRESIDENT APPROVAL

April 9, 2021

DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT

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

April 21, 2021
DATE APPROVED BY
SUPERINTENDENT-PRESIDENT

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

TO: Members of the Governing Board

**SUBJECT: FURNITURE ORDER TO MILES TREASTER &
ASSOCIATES FOR THE FAIRFIELD LIBRARY/
LEARNING RESOURCE CENTER BUILDING PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

Miles Treaster & Associate's pricing is based on piggyback contracts utilizing the following contract agreements:

- Herman Miller: ALM798 Omnia
- Naughtone: BNR895 Omnia
- Platinum Visual: CB-146018 California Foundation
- Hightower: E&I #CNR01280 Cooperative Services Contract
- Watson: NCPA 07-48

The Board is asked to approve a furniture order to Miles Treaster & Associates in the amount of \$159,609.26.

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: MEASURE Q BOND PROJECT INITIATION: BUILDING 300 MODERNIZATION

REQUESTED ACTION:

- Information OR Approval
- Consent OR Non-Consent

SUMMARY:

Board approval is requested for initiation of the Building 300 Modernization Project. This project consists of the renovation of existing Building 300 on the Fairfield Campus. The project goal is to modernize the aging building in order to meet current standards.

CONTINUED ON THE NEXT PAGE

STUDENT SUCCESS IMPACT:

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

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

SUPERINTENDENT’S RECOMMENDATION:

- APPROVAL DISAPPROVAL
- NOT REQUIRED TABLE

Lucky Lofton
Executive Bonds Manager

PRESENTER’S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 863-7855

TELEPHONE NUMBER

Robert V. Diamond
Vice President, Finance & Administration

VICE PRESIDENT APPROVAL

April 9, 2021

DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT

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

April 21, 2021

DATE APPROVED BY
SUPERINTENDENT-PRESIDENT

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

TO: Members of the Governing Board

**SUBJECT: MEASURE Q BOND PROJECT INITIATION: BUILDING
300 MODERNIZATION**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

On December 2, 2020, the Board approved the 2020 Facilities Master Plan update, which includes the renovation of Building 300, due to its age and condition. Building 300 will continue to primarily serve the Early College High School Program, and Solano Community College Students.

The Board is asked to approve the initiation of the Building 300 Modernization Project as described in the attached Project Initiation Form.



**SOLANO CCD CAPITAL IMPROVEMENT PROGRAM
Project Initiation Form**

Campus:	<u>Fairfield</u>	Date:	<u>04/21/21</u>
Building Name(s):	<u>N/A</u>	Project No.:	<u>820320</u>
Project Name:	<u>Building 300 Modernization</u>		
Project Scope:	<u>Work done under this project will be to renovate existing Building 300 on the Fairfield Campus. The project goal is to modernize the aging building in order to meet current standards. The project includes the following components: feasibility study, assessment, planning, design and construction.</u>		
Project Cost Estimate:	<u>\$ 3,000,000</u>	Building Square Footage:	<u>N/A</u>
Construction Cost Estimate:	<u>\$ 2,310,000</u>	Construction Cost/Sq. Ft.:	<u>N/A</u>
Funding Source(s):	<u>Measure Q Bond Funds</u>		
Design Consultant:	<u>TBD</u>		
Design Start Date:	<u>Feasibility study anticipated to start in April 2021</u>		
Construction Start/End Schedule:	<u>May 2022 / December 2022</u>		
Delivery Method:	<u>Design-Bid-Build</u>		
Comments:	<u>Project is part of the February 17, 2021 Board approved Measure Q Bond Spending Plan.</u>		
KCEM Project Manager	<u>Noe Ramos</u>		
Submitted by:	<u>Priscilla Meckley</u> Program Director, Kitchell CEM		
PROJECT AUTHORIZATION			
	<u>Priscilla Meckley</u> Program Director Kitchell CEM	<u>Lucky Lofton</u> Executive Bonds Manager Solano Community College District	

PLEASE NOTE: This PIF (Project Initiation Form) is provided at the onset of a large stand-alone project or for a bond spending plan category when a new tranche is established. This form summarizes the overall intent for the project or bond spending plan category prior to the start of the work. It is expected that (after initiation) scope, schedule and budget will likely change as the work is done. This PIF is not resubmitted to reflect these changes, if and when they occur, as Board of Trustees are informed of and take action upon (per policy and procedures) project and program work as it progresses.

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: CONTRACT AWARD TO OPTONY INC. FOR
PROFESSIONAL SERVICES FOR THE DISTRICT'S
SOLAR ENERGY PROJECT

REQUESTED ACTION:

- Information OR Approval
 Consent OR Non-Consent

SUMMARY:

Board approval is requested for the award of a professional services contract to Optony Inc. for renewable energy consultant services for the District's Solar Energy Project. The project consists of the design and installation of solar photovoltaic (PV) arrays on the Fairfield Campus. The goal of the project is to offset current energy consumption for the District.

CONTINUED ON THE NEXT PAGE

STUDENT SUCCESS IMPACT:

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

Ed. Code: Board Policy: Estimated Fiscal Impact: \$119,375 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 Diamond
VP, Finance & Administration

VICE PRESIDENT APPROVAL

April 9, 2021

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

Dr. Celia Esposito-Noy
Superintendent-President

April 21, 2021
**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AWARD TO OPTONY INC. FOR
PROFESSIONAL SERVICES FOR THE DISTRICT'S
SOLAR ENERGY PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

The consultant's scope of work will include performing a feasibility study to determine the actual project scope, procurement of a Design-Build Entity, design management and construction phase oversight services.

A Request for Proposals (RFP) was issued to the District's prequalified pool of Renewable Energy Consultants, which was Board Approved on February 17, 2021. The District received a total of four (4) proposals.

The evaluation committee reviewed all submitted proposals and determined that Optony Inc. submitted the most responsible and responsive proposal. Optony Inc. is recommended for award of a contract for the District's Solar Energy Project.

The Board is asked to approve a professional services contract to Optony Inc., in the amount not to exceed \$119,375.00.

The agreement 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: GRAND CANYON UNIVERSITY AND SOLANO
COMMUNITY COLLEGE CONCURRENT ENROLLMENT
PROGRAM AGREEMENT**

REQUESTED ACTION:

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

SUMMARY:

A concurrent pathway agreement between Grand Canyon University (GCU) and Solano Community College is being presented for review and approval by the Governing Board. The partnership establishes concurrent enrollment for SCC nursing students in the GCU RN to Bachelor of Science in Nursing degree program. Approval of this agreement grants eligible SCC Nursing Program students a scholarship of \$250 per credit hour for the 15-18 Concurrent Enrollment Program credits, which is a reduction in the undergraduate tuition. SCC will provide outreach to potential students and include GCU in recruitment efforts. The requirements and terms are outlined in the agreement which will be in effect three years from the date of signature.

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>
------------------	----------------------	---------------------------------	------------

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
March 31, 2021

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

April 21, 2021
**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**



GRAND CANYON UNIVERSITY™

Grand Canyon University and Solano Community College Concurrent Enrollment Program (CEP) Agreement

This Agreement is entered into by and between Grand Canyon University (GCU), with its principal place of business located at 3300 West Camelback Road, Phoenix, Arizona 85017 and Solano Community College (Partner) with its principal place of business located at 4000 Suisun Valley Rd, Fairfield, CA 94534. This Agreement refers to GCU and Partner collectively as “the Parties”. This agreement shall replace or supersede all other agreements between the parties.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein expressed, the parties do hereby agree as follows:

Purpose of Agreement. GCU & Partner wish to enter into an agreement in which in return for the promises contained herein GCU shall offer a scholarship to Partner’s students subject to the terms of this Agreement. The scholarship shall apply to online and local cohort students who are concurrently enrolled in partner Associate Degree in Nursing program and a GCU RN to Bachelor of Science in Nursing (BSN) or a GCU Bridge to Master of Science Nursing (MSN) to be known as the Concurrent Enrollment Program (CEP).

Performance by Partner. Partner shall work with GCU to create and make available to Partner’s students marketing materials which describe the Program and provide qualifying students at Partner’s facilities with all relevant information regarding the CEP. Partner shall also provide any additional services that may be listed in Exhibit A to this Agreement

Performance by GCU. GCU shall provide the content, instruction, and academic oversight of the above mentioned Program including concurrent enrollment requirements, course requirements, and requirements for matriculation into the MSN. GCU shall also provide the services listed in Exhibit A to this Agreement.

Terms of Agreement. This Agreement shall be effective when signed by all parties and shall remain in effect until the earlier of (a) three (3) years from the date of the last signature below, or (b) the termination of this Agreement by either party in accordance with the terms below. Either party may terminate this Agreement with sixty (60) days written notice. In the event this Agreement is terminated, any student enrolled in the Program at the time of termination will be permitted to continue their studies and complete the Programs under the terms specified in this Agreement. This Agreement contains the entire understanding of the parties and replaces all other agreements or understandings, written or verbal, which may be in effect between the parties relating to the subject matter herein.

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be executed by themselves or by their duly authorized representatives as of the day and date first written above.

Is your organization a 501(c)(3) or 501(c)(4)? _____ YES _____ NO

GRAND CANYON UNIVERSITY

SOLANO COMMUNITY COLLEGE

By: _____

By: _____

Print Name: _____

Print name: David Williams, Ph.D.

Title: _____

Title: Vice President, Academic Affairs

Date: _____

Date: _____



GRAND CANYON UNIVERSITY™

EXHIBIT A

Performance of Services by GCU and Solano Community College

GCU offers content, instruction, and academic oversight of the Concurrent Enrollment Program (CEP) known as the RN to BSN or Bridge to MSN through the College of Nursing and Health Care Professions.

The Program courses will follow the Concurrent Outline of Courses shown in the attachment Exhibit B. As improvements are made to the Programs, the Program of Study courses may change, however, credit hour requirements will follow the specifications of the current catalog.

GCU Requirements Include:

1. GCU shall grant eligible Partner potential students a scholarship rate of \$250 a credit hour for the 15-18 (dependent upon start term) CEP credits (Exhibit B) which is a reduction in the undergraduate tuition as shown in the current GCU University Policy Handbook (UPH) (the “Partner Scholarship”). This Partner Scholarship shall be available as long as this Agreement is in place and student maintains eligibility in the CEP by Partner. GCU reserves the right to change the pricing in its UPH at any time and the Partner Scholarship will be applied only as an offset to tuition stated in the UPH. The Partner Scholarship cannot be used in conjunction with any other scholarships, awards, promotions and/or other programs offered by GCU.
2. The Partner Scholarship applies to all Partner eligible students who apply to GCU for the CEP on or after the effective date of this Agreement. GCU shall provide a welcome page to Partner for students interested in learning more about the GCU’s CEP offering with Partner.
3. GCU shall provide marketing literature and informational sessions in collaboration with Partner to promote CEP and support student educational goals. GCU shall also include the CEP in its general marketing efforts and, at the request of Partner, shall conduct periodic marketing efforts specifically targeted at potential students for the CEP. GCU shall also conduct all necessary public relations activities designed to enhance and further the status and reputation of the CEP with Partner’s prior consent, and which consent shall not be unreasonably withheld.
4. GCU shall provide a local University Development Counselor as a primary contact and Partner resource and information events.
5. GCU will provide all necessary student advisement to ensure student success during the CEP and necessary coordination with partner processes.

Partner Requirements Include:

1. Partner shall announce the formation of the alliance with GCU to appropriate student intenders to the CEP and shall work with GCU to communicate to appropriate students the benefits of Programs offered by GCU.
2. Partner shall provide communication to known intenders for the CEP to GCU and will include GCU in recruitment efforts.
3. Partner shall allow access to present information regarding the CEP with GCU to Partner students via information meetings as appropriate when there are groups of students interested in pursuing a CEP option.
4. Partner shall also work with GCU to provide outreach to potential students, including but not limited to informational webinars, posting of flyers, profiling in Partner’s newsletters, and other activities as appropriate.
5. Partner will provide appropriate clinical space / experiences / skills labs for student involved in the CEP with GCU according to the clinical requirements necessary to sit for the NCLEX-RN exam and obtain RN licensure in the State of California. These services and measures will be provided in a timely manner to insure completion of the program.
6. Partner will notify GCU of CEP student acceptances, withdrawals, leave of absences, suspensions, or failures as relates to student groups/cohorts that may affect student progress in the GCU required coursework.
7. Partner will identify / designate point of contact for CEP to provide coordination with GCU appointed personnel on administrative, advising, and student service support to partner students.



GRAND CANYON UNIVERSITY™

EXHIBIT B Solano Community College & Grand Canyon University ADN to BSN – CEP FALL START

Semester I	Fall	Credits
NURS 071A	Foundations of Nursing I	6
NURS 071B	Foundations of Nursing II	6
NURS 071S	Nursing Simulation Skills Lab I	2
Winter Break		
(GCU) NRS-430V	Professional Dynamics (online – 5 week course)	3
Semester II Spring		
NURS 072A	Medical/Surgical I and Geriatrics	5
NURS 072B	Maternal/Neonatal Nursing	5
NURS 072S	Nursing Skills Lab II	2
Summer Break		
(GCU) NRS-434VN	Health Assessment (online – 5 week course)	3
(GCU) NRS-429VN	Family-Centered Health Promotion (online – 5 week course)	3
Semester III Fall		
NURS 073	Issues and Leadership in Health Care Today	2
NURS 073A	Medical/Surgical II	5
NURS 073B	Psychiatric and Mental Health Nursing	5
NURS 073S	Nursing Simulation and Skills Lab III	1
Winter Break		
(GCU) PHI-413V	Ethical and Spiritual Decision-Making in Healthcare (online – 5 week course)	3
Semester IV Spring		
NURS 074A	Medical/Surgical III	6
NURS 074B	Pediatric Nursing	5
NURS 074S	Nursing Simulation and Skills Lab IV	1
Summer Break		
(GCU) NRS-428VN	Community and Public Health (online – 5 week course)	3
(GCU) NRS-410V	Pathophysiology & Nursing Management of Clients' Health (online -5 week course)	3
Graduate from Solano Community College with ADN; Pass NCLEX-RN Complete Remaining BSN Course Requirements*		
(GCU) NRS-440VN	Trends and Issues in Healthcare (online – 5 week course)	3
(GCU) HLT-362V	Applied Statistics for Health Care Professionals (online – 5 week course)	3
(GCU) NRS-433V	Introduction to Nursing Research (online – 5 week course)	3
(GCU) NRS-451VN	Nursing Leadership & Management (online – 5 week course)	3
(GCU) NRS-493	Professional Capstone and Practicum (online – 10 week course)	6

***Total Credit Hours for Bachelor of Science in Nursing (BSN) Completion: 120 Credits General Education Requirements (May be taken at GCU or substituted through course equivalency):** MAT-144 College Mathematics (4 credits) and BIO-319 Applied Nutrition (4 credits). Recommended elective coursework to fulfill baccalaureate requirements for graduation (120 credit hours): UNV-103 University Foundations (online) and CWV-101 Christian Worldview (online). Students must have 120 credit hours to graduate with a Bachelor of Science in Nursing at Grand Canyon University.



GRAND CANYON UNIVERSITY™

Solano Community College & Grand Canyon University ADN to BSN – CEP FALL MIDPOINT START

Semester I	Fall	Credits
NURS 071A	Foundations of Nursing I	6
NURS 071B	Foundations of Nursing II	6
NURS 071S	Nursing Simulation Skills Lab I	2
Semester II	Spring	
NURS 072A	Medical/Surgical I and Geriatrics	5
NURS 072B	Maternal/Neonatal Nursing	5
NURS 072S	Nursing Skills Lab II	2
	Summer Break	
(GCU) NRS-430V	Professional Dynamics (online – 5 week course)	3
(GCU) NRS-429VN	Family-Centered Health Promotion (online – 5 week course)	3
Semester III	Fall	
NURS 073	Issues and Leadership in Health Care Today	2
NURS 073A	Medical/Surgical II	5
NURS 073B	Psychiatric and Mental Health Nursing	5
NURS 073S	Nursing Simulation and Skills Lab III	1
	Winter Break	
(GCU) NRS-434VN	Health Assessment (online – 5 week course)	3
Semester IV	Spring	
NURS 074A	Medical/Surgical III	6
NURS 074B	Pediatric Nursing	5
NURS 074S	Nursing Simulation and Skills Lab IV	1
	Summer	
(GCU) NRS-428VN	Community and Public Health (online – 5 week course)	3
(GCU) PHI-413V	Ethical and Spiritual Decision-Making in Healthcare (online – 5 week course)	3
	Graduate from Solano Community College with ADN; Pass NCLEX-RN Complete Remaining BSN Course Requirements*	
(GCU) NRS-410V	Pathophysiology & Nursing Management of Clients' Health (online -5 week course)	3
(GCU) NRS-440VN	Trends and Issues in Healthcare (online – 5 week course)	3
(GCU) HLT-362V	Applied Statistics for Health Care Professionals (online – 5 week course)	3
(GCU) NRS-433V	Introduction to Nursing Research (online – 5 week course)	3
(GCU) NRS-451VN	Nursing Leadership & Management (online – 5 week course)	3
(GCU) NRS-493	Professional Capstone and Practicum (online – 10 week course)	6

***Total Credit Hours for Bachelor of Science in Nursing (BSN) Completion: 120 Credits**
General Education Requirements (May be taken at GCU or substituted through course equivalency): MAT-144 College Mathematics (4 credits) and BIO-319 Applied Nutrition (4 credits). Recommended elective coursework to fulfill baccalaureate requirements for graduation (120 credit hours): UNV-103 University Foundations (online) and CWV-101 Christian Worldview (online). Students must have 120 credit hours to graduate with a Bachelor of Science in Nursing at Grand Canyon University.



GRAND CANYON UNIVERSITY™

Solano Community College & Grand Canyon University ADN to MSN Bridge – CEP FALL START

Semester I	Fall	Credits
NURS 071A	Foundations of Nursing I	6
NURS 071B	Foundations of Nursing II	6
NURS 071S	Nursing Simulation Skills Lab I	2
	Winter Break	
(GCU) NRS-430V	Professional Dynamics (online – 5 week course)	3
Semester II	Spring	
NURS 072A	Medical/Surgical I and Geriatrics	5
NURS 072B	Maternal/Neonatal Nursing	5
NURS 072S	Nursing Skills Lab II	2
	Summer Break	
(GCU) NRS-434VN	Health Assessment (online – 5 week course)	3
(GCU) NRS-428VN	Community and Public Health (online – 5 week course)	3
Semester III	Fall	
NURS 073	Issues and Leadership in Health Care Today	2
NURS 073A	Medical/Surgical II	5
NURS 073B	Psychiatric and Mental Health Nursing	5
NURS 073S	Nursing Simulation and Skills Lab III	1
	Winter Break	
(GCU) NRS-410V	Pathophysiology & Nursing Management of Clients' Health (online -5 week course)	3
Semester IV	Spring	
NURS 074A	Medical/Surgical III	6
NURS 074B	Pediatric Nursing	5
NURS 074S	Nursing Simulation and Skills Lab IV	1
	Summer Break	
(GCU) HLT-362V	Applied Statistics for Health Care Professionals (online – 5 week course)	3
(GCU) NRS-433V	Introduction to Nursing Research (online – 5 week course)	3
	Graduate from Solano Community College with ADN; Pass NCLEX-RN Complete remaining Bridge to MSN course requirements Enroll into GCU's MSN and complete course requirements*	
(GCU) NRS-493	Professional Capstone and Practicum (online – 10 week course)	6
(GCU) NUR – 513	Introduction to Advanced Registered Nursing (online – 8 week course)	4
(GCU) NUR – 514	Organizational Leadership and Informatics (online – 8 week course)	4
(GCU) NUR – 550	Translational Research and Population Health Management (online – 8 week course)	4
(GCU) NUR – 590	Evidence-Based Practice Project (online – 8 week course)	4
	Remaining MSN requirements based on emphasis selected	20-24

* A minimum cumulative GPA of 3.0 and a previous bachelor's degree are required. Students will select a graduate program concentration and complete graduate-level coursework in their chosen graduate emphasis. Student may choose from the following graduate program emphases: Nursing Education, Nursing Leadership in Health Care Systems, Public Health, and Health Care Informatics. Students completing this concurrent enrollment program pathway will not receive a BSN but rather, GCU will confer an MSN upon completion of graduate program concentration requirements.



GRAND CANYON UNIVERSITY™

Solano Community College & Grand Canyon University ADN to MSN Bridge – CEP FALL MIDPOINT START

Semester I	Fall	Credits
NURS 071A	Foundations of Nursing I	6
NURS 071B	Foundations of Nursing II	6
NURS 071S	Nursing Simulation Skills Lab I	2
Semester II	Spring	
NURS 072A	Medical/Surgical I and Geriatrics	5
NURS 072B	Maternal/Neonatal Nursing	5
NURS 072S	Nursing Skills Lab II	2
	Summer Break	
(GCU) NRS-430V	Professional Dynamics (online – 5 week course)	3
(GCU) NRS-434VN	Health Assessment (online – 5 week course)	3
Semester III	Fall	
NURS 073	Issues and Leadership in Health Care Today	2
NURS 073A	Medical/Surgical II	5
NURS 073B	Psychiatric and Mental Health Nursing	5
NURS 073S	Nursing Simulation and Skills Lab III	1
	Winter Break	
(GCU) NRS-428VN	Community and Public Health (online – 5 week course)	3
Semester IV	Spring	
NURS 074A	Medical/Surgical III	6
NURS 074B	Pediatric Nursing	5
NURS 074S	Nursing Simulation and Skills Lab IV	1
	Summer Break	
(GCU) NRS-410V	Pathophysiology & Nursing Management of Clients' Health (online -5 week course)	3
(GCU) HLT-362V	Applied Statistics for Health Care Professionals (online – 5 week course)	3
	Graduate from Solano Community College with ADN; Pass NCLEX-RN Complete remaining Bridge to MSN course requirements Enroll into GCU's MSN and complete course requirements*	
(GCU) NRS-433V	Introduction to Nursing Research (online – 5 week course)	3
(GCU) NRS-493	Professional Capstone and Practicum (online – 10 week course)	6
(GCU) NUR – 513	Introduction to Advanced Registered Nursing (online – 8 week course)	4
(GCU) NUR – 514	Organizational Leadership and Informatics (online – 8 week course)	4
(GCU) NUR – 550	Translational Research and Population Health Management (online – 8 week course)	4
(GCU) NUR – 590	Evidence-Based Practice Project (online – 8 week course)	4
	Remaining MSN requirements based on emphasis selected	20-24

* A minimum cumulative GPA of 3.0 and a previous bachelor's degree are required. Students will select a graduate program concentration and complete graduate-level coursework in their chosen graduate emphasis. Student may choose from the following graduate program emphases: Nursing Education, Nursing Leadership in Health Care Systems, Public Health, and Health Care Informatics. Students completing this concurrent enrollment program pathway will not receive a BSN but rather, GCU will confer an MSN upon completion of graduate program concentration requirements.

AGENDA ITEM 13.(m)
MEETING DATE April 21, 2021

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

TO: Members of the Governing Board
SUBJECT: ACADEMIC CALENDARS FOR 2022-2023 AND 2023-2024

REQUESTED ACTION:

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

SUMMARY:

Board approval is requested for the Solano Community College Academic Calendars for 2022-2023 and 2023-2024. These calendars have been recommended by the Academic Calendar Advisory Committee and has received the endorsement of the Solano Community College Faculty Association in accordance with the collective bargaining 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:</i>	<i>Board Policy: 6500</i>	<i>Estimated Fiscal Impact:</i>
SUPERINTENDENT'S RECOMMENDATION:	<input checked="" type="checkbox"/> APPROVAL	<input type="checkbox"/> DISAPPROVAL
	<input type="checkbox"/> NOT REQUIRED	<input type="checkbox"/> TABLE
<hr/>		
David Williams, Ph.D. Vice President, Academic Affairs		
<hr/>		
PRESENTER'S NAME		
4000 Suisun Valley Road Fairfield, CA 94534		
<hr/>		
ADDRESS	Celia Esposito-Noy, Ed.D. Superintendent-President	
707-864-7102		
<hr/>		
TELEPHONE NUMBER		
David Williams, Ph.D. Vice President, Academic Affairs		
<hr/>		
VICE PRESIDENT APPROVAL	April 21, 2021	
March 31, 2021	<hr/>	
DATE SUBMITTED TO SUPERINTENDENT-PRESIDENT	DATE APPROVED BY SUPERINTENDENT-PRESIDENT	

SUMMER 2022

JUNE 2022						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

JULY 2022						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

AUGUST 2022						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

FALL 2022

AUGUST 2022						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

SEPTEMBER 2022						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

OCTOBER 2022						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

NOVEMBER 2022						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

DECEMBER 2022						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

SPRING 2023


JANUARY 2023						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

FEBRUARY 2023						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

MARCH 2023						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

APRIL 2023						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

MAY 2023						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

LEGEND		
SUMMER 2022		
June 13 – August 5		
Six-week Session: June 13 – July 22		
Eight-week Session: June 13 – August 5		
Independence Day		July 4
FALL 2022		
August 15 – December 16		
Eight-week Session I: August 15 – October 10		
Eight-week Session II: October 12 – December 9		
Professional Development Day		August 11
Professional Development Day (Required)		August 12
Labor Day		September 5
Professional Development Day		October 11
Veterans Day		November 11
Thanksgiving Day		November 24 – 27
Finals Week		December 10 – 16
Christmas (Observance)		December 26
New Year's Day (Observance)		January 2, 2023
SPRING 2023		
January 17 – May 25		
Eight-week Session I: January 17 – March 14		
Eight-week Session II: March 17 – May 18		
Professional Development Day		January 12
Professional Development Day (Required)		January 13
Martin Luther King, Jr. Day		January 16
Lincoln Day		February 17
Washington Day		February 20
Professional Development Day		March 15-16
Spring Break		April 10-16
Finals Week (Starts Evening of May 18)		May 19-25
Memorial Day		May 29
Commencement		May 25, 2023
No Classes		
Holidays (campus closed)		

PROFESSIONAL DEVELOPMENT DAYS		
Fall 2022	3	
Spring 2023	4	
Total	7	

	NUMBER OF INSTRUCTIONAL DAYS (M-F)					
	M	T	W	Th	F	Total
Fall 2022	16	16	16	16	15	79
Spring 2023	15	17	16	16	15	79

	FINAL EXAMINATION DAYS (M-F)					
	M	T	W	Th	F	Total
Fall 2022	1	1	1	1	1	5
Spring 2023	1	1	1	1	1	5

	WEEKEND CLASS DAYS INCLUDING FINALS	
	Sat	Sun
Fall 2022	15	15
Spring 2023	16	16

* The Academic Calendar applies to 175 Instructional Workdays. The Classified Calendar is a separate document, addressing Classified Workdays.

SUMMER 2023


JUNE 2023						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

FALL 2023

AUGUST 2023						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

SPRING 2024

JANUARY 2024						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

LEGEND		
SUMMER 2023		
June 12 – August 4		
Six-week Session: June 12 – July 21		
Eight-week Session: June 12 – August 4		
Independence Day		July 4
FALL 2023		
August 14 – December 15		
Eight-week Session I: August 14 – October 9		
Eight-week Session II: October 11 – December 8		
Professional Development Day		August 10
Professional Development Day (Required)		August 11
Labor Day		September 4
Professional Development Day		October 10
Veterans Day		November 10
Thanksgiving Day		November 23 – 26
Finals Week		December 9 – 15
Christmas		December 25
New Year's Day		January 1
SPRING 2024		
January 16 – May 23		
Eight-week Session I: January 16 – March 12		
Eight-week Session II: March 15 – May 16		
Professional Development Day		January 11
Professional Development Day (Required)		January 12
Martin Luther King, Jr. Day		January 15
Lincoln Day		February 16
Washington Day		February 19
Professional Development Day		March 13-14
Spring Break		April 8-14
Finals Week (Starts Evening of May 16)		May 17-23
Memorial Day		May 27
Commencement		May 23
No Classes		
Holidays (campus closed)		

JULY 2023						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

SEPTEMBER 2023						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

FEBRUARY 2024						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29		

AUGUST 2023						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

OCTOBER 2023						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

MARCH 2024						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

NOVEMBER 2023						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

APRIL 2024						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

DECEMBER 2023						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

MAY 2024						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

PROFESSIONAL DEVELOPMENT DAYS		
Fall 2023	3	
Spring 2024	4	
Total	7	

	NUMBER OF INSTRUCTIONAL DAYS (M-F)					
	M	T	W	Th	F	Total
Fall 2023	16	16	16	16	15	79
Spring 2024	15	17	16	16	15	79

	FINAL EXAMINATION DAYS (M-F)					
	M	T	W	Th	F	Total
Fall 2023	1	1	1	1	1	5
Spring 2024	1	1	1	1	1	5

	WEEKEND CLASS DAYS INCLUDING FINALS	
	Sat	Sun
Fall 2023	13	14
Spring 2024	15	15

* The Academic Calendar applies to 175 Instructional Workdays. The Classified Calendar is a separate document, addressing Classified Workdays.

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: MEMORANDUM OF UNDERSTANDING BETWEEN
LIBRETEXT, INC. AND SOLANO COMMUNITY
COLLEGE

REQUESTED ACTION:

Information OR Approval
 Consent OR Non-Consent

SUMMARY:

A Memorandum of Understanding between LibreText, Inc. and Solano Community College is being presented for review and approval by the Governing Board. SCC supports more equitable access to classroom materials for all students. Approval of this MOU establishes SCC membership to LibreText, provider of open educational resources (OER). The agreement includes LibreText support in OER construction for customizing instructional course material, access to all campus branded materials on the platform, and access to the print store for physical Solano College branded textbooks. The MOU will begin on the date of its signing and continue until modified or terminated by one or both parties.

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>\$500</i>
SUPERINTENDENT'S RECOMMENDATION:		<input checked="" type="checkbox"/> APPROVAL	<input type="checkbox"/> DISAPPROVAL
		<input type="checkbox"/> NOT REQUIRED	<input type="checkbox"/> TABLE
David Williams, Ph.D. Vice President, Academic Affairs		Celia Esposito-Noy, Ed.D. Superintendent-President	
PRESENTER'S NAME			
4000 Suisun Valley Road Fairfield, CA 94534			
ADDRESS			
707 864-7117			
TELEPHONE NUMBER			
David Williams, Ph.D. Vice President, Academic Affairs		April 21, 2021	
VICE PRESIDENT APPROVAL		DATE APPROVED BY	
April 5, 2021		SUPERINTENDENT-PRESIDENT	
DATE SUBMITTED TO			
SUPERINTENDENT-PRESIDENT			

MEMORANDUM OF UNDERSTANDING

BETWEEN

LIBRETEXTS, Inc.

AND

SOLANO COMMUNITY COLLEGE

Definitions

LibreTexts and/or the LibreTexts Project refers to **LibreTexts, Inc.**, a nonprofit public benefit corporation organized under the Nonprofit Public Benefit Corporation Law (commencing at Section 5110 of the California Corporations Code) for public purposes.

SOLANO COMMUNITY COLLEGE is part of California's public community college system of 112 campuses in 72 districts across the state.

Memorandum of Understanding (MOU) refers to this agreement between LibreTexts, Inc. and SOLANO COMMUNITY COLLEGE

LIBRENET refers to the consortium of institutions and organizations who have established a formal relationship with LibreTexts by MOU, contract or grant.

Open Educational Resources (OER) are teaching, learning and research materials in any medium, digital or otherwise, that reside in the public domain or have been released under an open license that permits no-cost access, use, adaptation and redistribution by others with no or limited restrictions.

I. Parties

LIBRETEXTS—LIBRETEXTS (www.libretexts.org) is a multi-institutional collaboration formed to develop and disseminate the next generation of free high quality online textbooks and other resources to improve learning and teaching across the curriculum. The LIBRETEXTS Project connects systems, consortiums, and institutions of higher education, and individual members to form a community of people who strive to enrich the teaching and learning experience by providing global free access to textbooks and other educational resources.

LIBRETEXTS provides:

- An open, online catalog of thousands of online learning materials.
- Quality assurance processes for evaluating the learning materials
- Open community tools for its members to manage and personalize their use of LIBRETEXTS resources and services
- Technologies for customizing services for our partners
- Professional development services for our partners
- User-friendly authoring tools to create open educational resources

- Leadership opportunities for individuals and institutions to put educational innovations into practice

SOLANO COMMUNITY COLLEGE

Solano Community College is a tradition in Solano County. Established in 1945 as Vallejo Junior College, Solano was part of the Vallejo Unified School District until 1967 when the College became a countywide institution. The 192-acre campus, centrally located just off Interstate 80, was completed in 1971 and opened with 5,000 students. Since then, facilities, programs, staff and services have expanded to meet the growing needs of a growing county.

Solano College is part of California's public community college system of 112 campuses in 72 districts across the state. The College's service area encompasses the communities of Benicia, Dixon, Fairfield, Suisun, Vacaville, Vallejo and Winters, as well as Travis Air Force Base. Many graduates of the area's fifteen public high schools and three private schools take advantage of the educational opportunities offered by Solano Community College.

II. Terms of Agreement

LIBRETEXTS and SOLANO COMMUNITY COLLEGE recognize the significant set of shared values, mission, goals, and constituencies of their organizations. Cooperatively developing plans and implementing programs to serve our constituencies would be mutually beneficial to both parties and their constituencies.

This MOU articulates the commitments that LIBRETEXTS and the SOLANO COMMUNITY COLLEGE will make to work cooperatively.

LIBRETEXTS and SOLANO COMMUNITY COLLEGE agree on the following principles.

Our Shared

Mission:

- To improve the efficacy of teaching and learning by expanding the quantity and increasing the quality of open online learning materials and services that can be easily incorporated into educational programs.

Our Shared Values:

- The diverse members of the educational community must guide the development of open online resources and services that will enable the success of education.
- Collaboration is required for successfully transforming learning, education, and training.
- Technology, appropriately developed and applied, can provide innovative means for the

education community to improve teaching and learning.

Our Shared Constituencies:

- Our constituencies encompass, but are not limited to teaching faculty, students, and technology staff who support the teaching and learning process in higher education.

This Memorandum of Understanding (MOU) will commence on the date of its signing and continue until one or both parties choose to modify or terminate it based on the following:

- The parties may annually review the MOU and may choose to modify and/or extend it, provided that all parties agree on the modified and/or extended arrangement.
- LIBRETEXTS and SOLANO COMMUNITY COLLEGE may annually review and revise the specific collaborative activities and commitments for the upcoming year.
- This agreement may be terminated at any time by either party for any reason upon 90 days written notice to the other party.

III. Goals of the Memorandum of Understanding

LIBRETEXTS and SOLANO COMMUNITY COLLEGE will work together to achieve the following complementary goals:

- Enable SOLANO COMMUNITY COLLEGE faculty to conveniently and successfully choose higher quality no-cost and low-cost educational materials for their courses
- Enable SOLANO COMMUNITY COLLEGE students to easily and equitably have access to higher quality no-cost and low-cost educational materials for their courses
- Enable SOLANO COMMUNITY COLLEGE faculty to customize their instructional materials including but not limited to textbooks with relevant course content based of the collaborative efforts of faculty students and outside experts.
- Enable LIBRETEXTS and SOLANO COMMUNITY COLLEGE to effectively and efficiently serve their constituents by providing joint community activities and promoting the sharing of tools and resources.
- Enable the higher education community to take advantage of high quality open online resources and services through the collaborative initiatives of LIBRETEXTS and SOLANO COMMUNITY COLLEGE.
- Increase visibility of LIBRETEXTS and SOLANO COMMUNITY COLLEGE with each other's constituencies.
- Provide opportunities for collaboration among our constituencies.
- Provide increased value to our constituencies.

IV. Responsibilities

Both parties agree to:

- Maintain regular electronic communication (email, virtual conference, etc.) for the purpose of sharing ideas, managing projects, products and information, and establishing the progress in achieving the MOU outcomes. Face-to-face meetings may also be scheduled as mutually agreed.
- Provide access to the appropriate volunteers, personnel, technical expertise, tools, and information to enable the successful implementation of the collaborative initiative between LIBRETEXTS and SOLANO COMMUNITY COLLEGE.
- Promote each other's products and services relevant to our collaboration through its online services and in publications and presentations where appropriate. Promotion will include providing links from appropriate places on their websites to the other parties' websites in accordance with agreed upon practices. If deemed appropriate by both parties, issue a press release announcing the alliance and post the press release on our respective websites.
- Provide acknowledgement of the origin of the resources in displaying results of our collaboration. Each organization will provide appropriate logos for this purpose.
- Plan and implement projects based on mutually agreed on goals and strategies.
- Evaluate the value and productivity of the alliance at an agreed-upon date from signing the MOU.

LIBRETEXTS will:

- Promote SOLANO COMMUNITY COLLEGE through its online services and in publications and presentations where appropriate.
- Designate SOLANO COMMUNITY COLLEGE as a LIBRETEXTS Partner and a member of the LIBRENET consortium.
- LIBRETEXTS will create for SOLANO COMMUNITY COLLEGE an institutional Portal on the LibreTexts website to access all campus branded course on the platform.
- LIBRETEXTS will provide SOLANO COMMUNITY COLLEGE one click ordering from LibreTexts Print Bookstore of branded physical textbooks.
- LIBRETEXTS will provide SOLANO COMMUNITY COLLEGE Online Campus Training
- LIBRETEXTS will provide SOLANO COMMUNITY COLLEGE the opportunity of on-site Campus Training at cost to SOLANO COMMUNITY COLLEGE (except when health emergencies preclude travel).
- LIBRETEXTS will provide SOLANO COMMUNITY COLLEGE accessibility review of all LibreTexts OER created by SOLANO COMMUNITY COLLEGE.
- LIBRETEXTS will provide SOLANO COMMUNITY COLLEGE support for OER construction.
- LIBRETEXTS will provide SOLANO COMMUNITY COLLEGE priority access to

Development, Technology & Assessment Teams.

- LIBRETEXTS will provide SOLANO COMMUNITY COLLEGE all other services and rights given to LIBRENET collaborators.
- Others to be negotiated.

SOLANO COMMUNITY COLLEGE will:

- Provide an annual payment of \$500 to LibreTexts, Inc to support LibreTexts, Inc. This payment is due on signing of this MOU and annually thereafter as long as this MOU remains in force
- Promote LIBRETEXTS through its online services and in publications and presentations where appropriate.
- Participate in LIBRENET by designating a SOLANO COMMUNITY COLLEGE volunteer or staff member to be the contact for coordinating partnership activities with LIBRETEXTS.
- Invite LIBRETEXTS to participate in its partner community activities and events when appropriate.
- Support faculty and students registering as LIBRETEXTS members (it's free) and using LIBRETEXTS for teaching and learning.
- Contribute/catalog online resources, such as online courses, MOOCs, and online learning resources from local/institutional repositories in LIBRETEXTS.
- Others to be decided.

V. Proprietary Information

a) The parties acknowledge and agree that certain information, which is stated to be, or by its nature intended to be, confidential may be provided to either Party under this MOU. The Parties further acknowledge and agree that neither party acquires any right, title or interest in or to the confidential information that may be so provided to it and that it is only entitled to use it for the purposes permitted by this MOU.

b) Definition of Proprietary Information: For the purposes of this MOU, "Proprietary Information" shall include all information or material that has or could have commercial value or other utility in the business in which the Disclosing Party is engaged. If Proprietary Information is in written form, the Disclosing Party shall label or stamp the materials with the word "Proprietary" or similar warning. If Proprietary Information is transmitted orally, the Disclosing Party shall promptly provide a written statement indicating that such oral communication constituted Proprietary Information.

c) Exclusions from Proprietary Information: Receiving Party's obligations under this MOU do not extend to information that is: (1) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Receiving Party; (2) discovered or created by the Receiving Party before disclosure by the Disclosing Party; (c) learned by the Receiving Party through legitimate means other than from the Disclosing Party or Disclosing Party's representatives; (3) is disclosed by Receiving Party with Disclosing Party's prior written approval; or (4) is disclosed as required by legal process. 5) SOLANO COMMUNITY COLLEGE is a state- supported institution of higher education. SOLANO COMMUNITY COLLEGE is subject to North Dakota's open records laws, NDCC ch 44-04-17 et seq. The Parties agree that any provision of this MOU that conflicts with North Dakota law is ineffective. SOLANO COMMUNITY COLLEGE will undertake to protect the proprietary information provided by any party to the full extent permitted by North Dakota law. If SOLANO COMMUNITY COLLEGE is required by legal process to disclose Proprietary Information, SOLANO COMMUNITY COLLEGE shall immediately notify LIBRETEXTS.

e) Obligations of Confidentiality: The obligation of confidence imposed on the Parties under the provisions of this clause will continue during the life of this MOU and after its termination – expiring when the Parties agree that the information is in the public domain or a period of two (2) years after termination of this MOU, whichever is shorter.

VI. Intellectual Property

a) Where either party has any intellectual property rights in any material that is subsequently used by the parties in connection with this MOU, then those intellectual property rights remain vested in that party. LIBRETEXTS subscribes to Creative Commons licensing guidelines and requires its intellectual property to be used under the Creative Commons licenses defined in LIBRETEXTS intellectual property policy documents. These will be provided to SOLANO COMMUNITY COLLEGE upon request.

b) Any intellectual property rights that do not exist at the date of this MOU and which are created by SOLANO COMMUNITY COLLEGE or by the SOLANO COMMUNITY COLLEGE employees or by the SOLANO COMMUNITY COLLEGE contractors (and assigned to SOLANO COMMUNITY COLLEGE) during the term of this MOU in connection with the MOU shall remain vested in SOLANO COMMUNITY COLLEGE provided that SOLANO COMMUNITY COLLEGE will during the term of this MOU allow the intellectual property rights so created to be used royalty free by the parties for the purposes of achieving the objectives of this MOU. LIBRETEXTS recommends that SOLANO COMMUNITY COLLEGE adopt Creative Commons' licensing policies for SOLANO COMMUNITY COLLEGE

intellectual property.

c) Any intellectual property rights which do not exist at the date of this MOU and which are created by LIBRETEXTS, or by LIBRETEXTS's employees or by LIBRETEXTS's contractors (and assigned to LIBRETEXTS) during the term of this MOU in connection with the MOU shall remain vested in LIBRETEXTS provided that LIBRETEXTS will during the term of this MOU allow the intellectual property rights so created to be used royalty free by the parties, under appropriate Creative Commons licenses, for the purposes of achieving the objectives of this MOU.

d) Unless the parties otherwise agree, no intellectual property rights will be jointly owned by them, and the parties must establish a system to identify those things in which intellectual property rights exist, the owner of the intellectual property right, and the appropriate Creative Commons license to designate, in accordance with this clause.

e) Each party agrees to do such further things as may reasonably be required of it to give effect to the intentions of the parties regarding ownership of intellectual property rights as expressed in this clause (including, without limitation, by executing such assignments and licenses of intellectual property rights as may reasonably be required).

VII. Warranties, Liabilities and Indemnities

Neither party will be liable to the other under or relating to this MOU for any direct or indirect, special, economic or consequential loss or damage or loss of revenue, profits, goodwill, bargain, opportunities or loss of anticipated savings whether caused by negligence or otherwise and whether or not that party was aware or should have been aware of the possibility of such loss or damage.

VIII. Rights of Parties

The parties accept that this agreement will not limit the freedom of members of the parties from engaging in activities and research within the same field that is covered by this agreement.

IX. Contacts

The LIBRETEXTS contact for the MOU is:

Dr. Delmar S. Larsen
Executive Director, LIBRETEXTS
934 Gregory Pl
Davis, CA
TEL: 530-204-8319
Email: dlarsen@libretexts.org

The SOLANO COMMUNITY COLLEGE contact for this MOU is:

Dr. David Williams
Vice President, Academic Affairs
4000 Suisun Valley Road
Fairfield, CA 94534
TEL: (707) 864-7000
Email: david.williams@solano.edu

X. Approval

LIBRETEXTS



Delmar S. Larsen, Ph.D.
Executive Director
LIBRETEXTS, Inc.

Date: 4/03/2021

SOLANO COMMUNITY COLLEGE

David Williams, Ph.D.
Vice President, Academic Affairs
SOLANO COMMUNITY COLLEGE

Date: _____

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

TO: Members of the Governing Board

SUBJECT: AGREEMENT BETWEEN THE LEARNING UNDERGROUND, INC AND SOLANO COMMUNITY COLLEGE FOR LIQUIDSYLLABUS.COM SERVICES

REQUESTED ACTION:

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

SUMMARY:

An agreement between The Learning Underground, Inc (TLU) and Solano Community College is being presented for review and approval by the Governing Board. TLU is the provider of the “LiquidSyllabus.com” service. A liquid syllabus is a website tool that gives students easy access to syllabi. The “LiquidSyllabus.com” service includes SCC custom templates, training and support materials for faculty, local administrative control over accounts, and an institutional portal to provide searchable access by students. Approval of this agreement helps faculty to engage with students and improve the online learning experience. This is a 24-month subscription from May 1, 2021 through April 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:

<i>Ed. Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact: \$11000</i>
------------------	----------------------	---

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

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

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

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

ADDRESS
 707 864-7117

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

April 21, 2021
DATE APPROVED BY
SUPERINTENDENT-PRESIDENT

VICE PRESIDENT APPROVAL
 April 7, 2021

DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT



This agreement is between The Learning Underground, Inc., henceforth known as “TLU”, and Solano Community College, henceforth known as “Solano” or “Client”.

TLU is the parent company and the provider of the “LiquidSyllabus.com” service, which will be utilized by Solano for the period of this contract. Under this contract, the services provided by TLU will include access to the service for all registered faculty and all students, as they relate to courses offered by Solano. In addition to the service, this contract will include the following items/features:

- **An institutional portal for easy, searchable access by students (search by faculty / subject / course title).**
- **A customized access page for Solano College.**
- **Custom templates for Solano College.**
- **Local Account Administrative control over accounts, templates and pages.**
- **Training and support materials for your use in training faculty.**
- **Live training and onboarding of your Account Administrator users.**

The payment terms and amounts will be as follows, and is based on an estimated FTES of 6,500. If FTES for year 1 of the contract exceeds 7,000, then the year 2 subscription fee will be adjusted by a pro-rated percentage according to the difference in FTES.

Order Schedule

The one time initiation fee is: \$3000.00

The yearly subscription fee is: \$4000.00 (reflects a \$3000.00 “early adopter” discount)

Item	Charge	Due
One Time Initiation Fee	\$3000.00	5/1/2021
Year 1 Subscription Fee	\$4000.00	5/1/2021
Year 2 Subscription Fee	\$4000.00	5/1/2022

This offer will expire on May 1, 2021

Payment Term(s):

Term Length: 24 months

Subscription Period: May 1, 2021 through April 30, 2023

Payment Terms: All fees are due upon the invoice date, net 30. Annual subscription fees begin on May 1, 2021 with payments due each year hereafter.

Under this contract, Solano agrees to prompt payment of related fees, and agrees to provide timely and accurate information and items necessary in the implantation of the solution. Delays in the provision of such may result in delays in the delivery of the solution.

TLU is an insured corporation, and agrees to provide timely and accurate service. TLU further agrees to abide by any related FERPA regulations and will perform reasonable measures to ensure the security and integrity of the data, including regular backups of data.




Purchase and Use Term(s):

Use of the products under this Agreement shall in all cases be subject to the The Learning Underground General Terms and Conditions and Exhibits, Addenda, Amendments and Attachments (“Terms”) as included herein. Client represents that it has reviewed the Terms and expressly agrees to their incorporation into this Agreement as of the Effective Date, which is defined as the last signature date below. This Order Schedule will remain in effect until all User subscriptions ordered hereunder have expired or have been terminated.

Prices shown herein do not include any taxes that may apply. Client is responsible for reporting and paying separately all applicable sales and use or other taxes, impositions or charges with respect to any and all fees. If Client is exempt from taxes, a copy of a valid tax exemption certificate must be provided to The Learning Underground. The individual executing this Order Schedule warrants s/he has the authority to bind Client/ The Learning Underground, as the case may be, to the obligations created herein and that s/he is the representative of the party for which s/he signs.

IN WITNESS WHEREOF, the parties have executed this Order Schedule as of the date and year first set forth below.

The Learning Underground, Inc

By: 

Name & Title: Bill Moseley, President

Date: March 31, 2021

Solano Community College

By: _____

Name & Title: David Williams, Vice President, Academic Affairs

Date: _____

THE LEARNING UNDERGROUND GENERAL TERMS AND CONDITIONS

This "Agreement," collectively consisting of these Terms and Conditions and the Order Schedule, is effective as of the last date shown in the signature block hereto (the "Effective Date") by and between THE LEARNING UNDERGROUND, INC., a California Corporation, located at 13812 Las Entradas, Bakersfield, California, 93314 ("TLU"), and Solano Community College located at 4000 Suisun Valley Rd, Fairfield, CA 94534 ("Client").

Recitals

TLU has developed and owns the Syllabus Creation and Management software marketed as "LiquidSyllabus.com" ("Software"). TLU will make the Software available for Client to access and use in a hosted environment as described herein, and which Client desires to access and use, subject to the terms and conditions hereof.

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

1) Access and Provision of Services.

- a) *Access.* During the term of this Agreement and subject to the terms and conditions hereof, TLU will provide Client with access to and use of the Software in a hosted environment (the "Software Services"). Accordingly, TLU grants to Client, and Client accepts, a non-exclusive, non-transferable right to access the Software Services during the term of this Agreement. Upon payment of the Fees, as prescribed in Section 11, TLU shall furnish to Client access information, including appropriate IP addresses, log-on procedures, and user identification and password(s). Access to use the Software Services may not in whole or in part be assigned or transferred to any person not covered under this Agreement.
- b) *Services.* During the term of this Agreement and subject to the terms and conditions hereof, TLU will provide to Client the Software Services and related implementation, user support, version upgrade and other services hereto (the "Support Services"), subject to the fees set forth in the Order Schedule. In addition, TLU may provide additional products and services to Client pursuant to a written Addendum executed by the parties, subject to the fees set forth in such Addendum.
- c) *Suspension or Termination.* TLU may, in its sole and absolute discretion and without notice, immediately suspend or terminate Client's or any end user's right to use or receive the Software Services and the Support Services hereunder for failure to comply with TLU's policies and/or the terms set forth herein.

2) Acceptance of Software Services and Support Services. All of the Software Services and the Support Services provided and/or performed hereunder will be deemed to be accepted by Client, unless Client reports to TLU all deficiencies in any such services within ten (10) days after receipt of such services performed.**3) Connectivity.** TLU's objective is to make the Software Services available twenty-four hours a day, seven days a week. In the event that Client's access to the Software Services becomes unavailable due to connectivity issues, Client shall immediately notify TLU. Customer support hours are Monday through Friday from 7:00 am to 6:00 pm (pst). TLU's policy is to respond within two business hours of receiving the case. Unless Client's access to the Software Services is unavailable for reasons beyond TLU's control or as a result of routine maintenance, TLU strives to resolve and restore access within eight business hours.

- 4) **Outsourced Services.** Client acknowledges that TLU may contract with a third-party provider (the “Hosting Provider”) to provide the Hosting Services. All third-party Hosting Providers will be required to maintain currency and compliance with SOC2 audits and ISO certificates.
- 5) **Acceptable Use.** In addition to the limitations and restrictions provided in TLU’s written hosting policies or other documentation, Client agrees that its usage of all infrastructure hardware and software provided by or on behalf of TLU is for the express use of running the Software.
- a) Client shall not, and shall not permit anyone to: (i) copy or republish the Software Services or Software, (ii) make the Software Services available to any person other than authorized end users, (iii) use or access the Software Services to provide service bureau, time-sharing or other computer hosting services to third parties, (iv) modify or create derivative works based upon the Software Services or documentation, (v) remove, modify or obscure any copyright, trademark or other proprietary notices contained in the Software used to provide the Software Services or in the documentation, (vi) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code of the Software used to provide the Software Services, except and only to the extent such activity is expressly permitted by applicable law, or (vii) access the Software Services or use the documentation in order to build a similar product or competitive product.
 - b) No infrastructure or TLU application software is available for redistribution to any other location outside of the Client.
 - c) No infrastructure hardware or TLU application software is available for rental to any other location outside of the Client.
 - d) TLU has no responsibility to protect the Client’s network. It is the responsibility of Client to maintain restricted access to any and all environments the Software is utilized within. Client must ensure proper security is in place and when its users are accessing the software including maintaining strong passwords, employing proper firewalls, and other industry standard technological security best practices. If any unauthorized access or unauthorized communication of access information occurs within the Client environment, Client shall notify TLU within 24 hours of either event, so that access security can be reset and an audit of possible damage can be executed.
 - e) Client acknowledges and agrees that Software, systems and data which are made available over the Internet are inherently insecure against motivated individuals, and TLU has no obligation or liability to Client for any unauthorized access to Client Information provided that such unauthorized access to Client Information is not due to a breach of the Agreement or subsequent Addenda, or TLU’s negligent or willful acts or omissions in respect to handling of Client Information.
- 6) **Scheduled Maintenance.** Client acknowledges and agrees that TLU will, from time to time, need to perform routine maintenance or repair, and that during such periods of maintenance or repair, the Software Services may not be available for Client’s use. TLU’s objective is to minimize the duration of any such unavailability and will, to the extent possible, endeavor to perform routine maintenance outside of normal business hours which typically will be from 11:00 pm on Saturday to 11:00 pm on Sunday. TLU, to the extent possible, will give Client at least twenty-four (24) hours advance notice of down-time for scheduled maintenance.
- a) *Upgrades and Enhancements.* Software retired by TLU will not be utilized in connection with the Software Services or Support Services, and upgrades and enhancements are not available for such retired Software.
 - b) *General Exclusions.* TLU is not responsible for providing, or obligated to provide, Support Services under this Agreement: (a) in connection with any errors or problems that result in whole or in part from any alteration,

revision, change, enhancement or modification of any nature of the Software, or from any error or defect in any configuration of the Software, which activities in any such case were undertaken by Client, knowingly or not; (b) in connection with any error if TLU has previously provided corrections for such error which Customer fails to implement; (c) in connection with any errors or problems that have been caused by errors, defects, problems, alterations, revisions, changes, enhancements or modifications in the database, operating system, third party software (other than third party software embedded in the Software by TLU), hardware or any system or networking utilized by Customer.

- c) *Excluded Software.* This Agreement does not govern, and TLU shall not be responsible for, the maintenance or support of any software other than the Software that may be accessed and used by Client in connection with the Software Services.

7) Client Hosted Data. Client provides TLU with Client Data and Administrative Data. Client retains ownership of its data.

- a) *Client Data.* Client data is the information submitted into the TLU Software when Client utilizes the TLU Services or when Client receives customer support. Client Data may be submitted directly by Client or indirectly through TLU’s partners. The Software stores Data strictly on Client’s behalf in order to provide the application(s) and service(s) of TLU’s contractual obligations to Client. TLU’s employee’s access is restricted to Client Data to support, client services, and technical staff who provide Client support, technical troubleshooting, professional services, and system maintenance. TLU uses Client data to provide services and to address customer support requests and technical problems. TLU will use its reasonable efforts to maintain the confidentiality and security of students’ records in compliance with the Family Educational Rights and Privacy Act (“The Buckley Amendment” or “FERPA”).
- b) *Administrative Data.* Administrative Data is information Client provides during set-up, purchase or administration of TLU Services. This includes company name, address, email and phone number, and individual users’ names, emails, phone numbers and account credentials. TLU collects, stores, and uses Administrative Data to perform its contractual obligations to Client and/or for its legitimate business interests. Specifically, TLU uses Administrative Data to provide TLU Services to Client, administrate Client’s account, provide customer support and professional services, keep a record of Client dealings, notify Client of new product offerings and of changes, updates and availability of TLU Services, understand Client experience using TLU applications (for example, by sending surveys), conduct research, improve the TLU services, plan and host events, contact Client with marketing communications, and identify and prevent fraud.
- c) Client agrees to provide TLU with a world-wide, royalty-free license to use Client data in accordance with section 8(c) and for purposes necessary to fulfill the services procured herein.
- d) *Backup and Retrieval.* TLU’s Hosting Provider will perform full and incremental backups and provide recovery processes in accordance with TLU’s Hosting Policies and Procedures. Restorations of backup data resulting from Client error or willful action may incur an additional fee.

8) Client’s Obligations.

- a) *Use of Software Services and Support Services.* The Software Services and the Support Services must be used only for Client’s own internal business purposes. Client must not (i) permit any third party to use the Software Services or Support Services, (ii) use the Software Services or Support Services in the operation of any business other than Client’s own business, (iii) allow unauthorized access to the Software Services or Support Services, (iv) make any copies of application Software or 3rd party infrastructure software such as operating system software or database software or (v) alter or modify the Software in any manner without TLU’s prior

written consent. It is the responsibility of Client to maintain restricted access to any infrastructure hardware environments. If any unauthorized access or unauthorized communication of access information occurs within the Client environment, Client shall notify TLU within 24 hours of either event, so that access security can be reset, and an audit of possible damage can be executed.

- b) *Cooperation.* Client must cooperate with TLU in the performance of its obligations hereunder.
- c) *Compliance with Laws.* Client shall comply with all applicable local, state, federal and foreign laws in connection with its use of the Software Services, include those laws related to data privacy and the transmission of technical or personal data. Client acknowledges that TLU exercise no control over the content of the information transmitted by Client or end users through the Software Services. Client shall not upload, reproduce or distribute any information, software or other material protected by copyright, privacy rights, or any other intellectual property right without first obtaining the permission of the owner of such rights.

9) Fees and Payment.

- a) *Fees Due upon Contract Execution.* Client must pay to TLU the fees as set forth in the Order Schedule as invoiced by TLU, net 30, according to the schedule set forth therein. Client acknowledges and agrees that, when this Agreement is signed by both parties, the parties will treat this Agreement as Customer’s written purchase order for the matters described in the Order Schedule, and TLU’s acceptance of such purchase order.
- b) *Annual Subscription Fees.* Beginning on the first anniversary of the Effective Date, Client must pay to TLU the annual subscription fees (the “Subscription Fees”) as set forth in the Order Schedule and invoiced by TLU each year for access to the Software Services and Support Services. Subscription Fees include access to TLU’s technical support team and standard releases of the licensed product. In the event any invoice contains a billing error which is discovered by TLU, TLU may issue a new invoice to correct the error. After the Initial Term of this Agreement, as outlined in Section 11(a), from time to time the Subscription Fees may be subject to an increase from the then effective amount as determined by TLU. TLU will notify Client of the amount of any such increase at least forty-five (45) days prior to the effective date of such increase.
- c) *Invoices, Payment and Delinquent Amounts.* TLU will submit invoices to Client for all amounts due. Payment of each invoice will be due, without deduction or setoff, . Any payment received more than thirty (30) days after the due date of the relevant invoice, except for those properly disputed in accordance with Section 9(d) will be subject to a penalty interest at the rate of 3% per month or the maximum legal rate, whichever is lower, from the date of the invoice through the date payment is received, to be charged at the sole discretion of TLU. Issuance, receipt, notation or any requirement of a purchase order, or the lack thereof respectively, shall not override the responsibility of the Client to pay as directed according to the terms herein.
- d) *Resolution of Invoice Disputes:* If, prior to the due date for payment under any invoice, Client notifies TLU in writing that it disputes all or any portion of an amount invoiced, both parties will use commercially reasonable efforts to resolve the dispute within thirty (30) calendar days of TLU’s receipt of the notice. If any amount remains disputed in good faith after such thirty-day period, either party may escalate the disputed items to the parties’ respective executive management to attempt to resolve the dispute. If the parties’ executive managers are unable to resolve the dispute within a reasonable period of time, either party thereafter may seek resolution of the dispute through mediation as outlined in Section 19(m).
- e) *TLU’s Right to Suspend Access and Services.* If in any case Client does not remit payment to TLU within thirty (30) days after TLU’s written demand for such amounts and the amount in question is not the subject of a bona fide dispute, except for those properly disputed in accordance with Section 9(d) then, in addition to preserving all of TLU’s other rights and remedies, TLU reserves the right, in its sole discretion and without

further notice to Client, to suspend all access to the Software Services and Support Services, including, but not limited to, the delivery of any implementation, upgrades or enhancements, on-site and/or remote training, and any other services schedule to be delivered until the payment delinquency has been cured and all past due amounts and late fees have been paid in full. If service is suspended, Client will be responsible to pay a service reinstatement fee of five 5% of all fees as invoiced; the reinstatement fee shall be paid in full in advance of service being reinstated with all other past due amounts thus making the account current and in good standing.

- h) *Taxes.* Client is responsible for reporting and paying all applicable sales and use or other taxes, impositions or charges with respect to any and all fees. If Client is exempt from taxes, a copy of a valid tax exemption certificate must be provided to TLU. Client will indemnify, defend, and hold harmless TLU from and against all claims arising out of or resulting from TLU’s failure or alleged failure to pay taxes due.

10) Term, Termination and Effect of Termination.

- a) *Term and Termination.* Unless earlier terminated as provided herein, the initial term shall be in accordance with the Order Schedule. After such initial term, the term of this Agreement will be automatically renewed for successive additional one-year terms (each, a “Renewal Term”) unless terminated by either party by written notice to the other party given at least sixty (60) days prior to the expiration of the Term.
- b) TLU may terminate the Initial Term or any Renewal Term for cause immediately upon written notice to Client if (i) Client fails to pay any amount when due as provided in this Agreement; or (ii) Client defaults in the performance of its obligations under this Agreement in any other manner and such default is not or cannot be remedied within thirty (30) days after notice thereof by TLU.
- c) *Effect of Termination.* Upon valid termination of this Agreement, pursuant to any cause whatsoever, Client must immediately pay to TLU all monies due for the remainder of the then current term and must deliver to TLU all materials and documents pertaining to the Software Services and the Support Services, all of which are the sole and exclusive property of TLU. Upon such termination all licenses, access, authorities, rights and privileges granted hereunder will terminate automatically and immediately, and Client must cease to use, as hereinbefore provided, any Intellectual Property of TLU. Upon expiration or termination of this Agreement, TLU will work with Client in good faith to transition a copy of the Client Data to Client.

11) Intellectual Property Rights.

- a) *Definition.* The term “Intellectual Property” means TLU’s rights to, interest in, and ownership of (iv) the Software (and any other software made available for Client to access and use pursuant to this Agreement, including any Addendum), the Software Services and the Support Services, including all modifications, improvements, upgrades, derivative works and feedback related thereto, (v) source codes, object code, computer software, software design, data and documentation related to the Software (and any other software made available for Client to access and use pursuant to this Agreement, including any Addendum), the Software Services and the Support Services, (vi) trademarks, service marks, logos, trade names, and company names and registrations and applications for registration thereof, (vii) copyrights and registrations and applications for registration thereof, (viii) patents, patent applications and improvements thereto, (ix) trade secrets and confidential business information, know-how, and production processes and techniques, research and development information, drawings, specifications, designs, plans, proposals, technical data, copyrightable works, financial, marketing and business data, pricing cost information, business and marketing plans, and customer and supplier lists and information, and (x) other proprietary rights.

- b) *TLU's Rights.* Subject to the limited licenses granted herein, TLU retains all right, title and interest in and to the Intellectual Property. Nothing in this Agreement will be interpreted so as to provide Client with any rights, interest in, or ownership of the Intellectual Property, and Client agrees to assign all right, title and interest it may have in the foregoing to TLU. Client acknowledges the proprietary rights of TLU in the Intellectual Property; and admits the validity of the Intellectual Property and further agrees that it will not contest, directly or indirectly, such Intellectual Property rights or the validity of such Intellectual Property rights, nor aid others in doing so. Client acknowledges and agrees that, with respect to TLU's end users generally, TLU has the right, at any time, to change the specifications and operating characteristics of the Software Services and TLU's policies respecting upgrades and enhancements (including, but not limited to its release process). THIS AGREEMENT IS NOT A WORK-FOR-HIRE AGREEMENT.

- c) *Intellectual Property Infringement.* If a third party makes a claim against Client asserting that the Software Services infringe any patent, copyright or trademark, or misappropriate any trade secret, (an "IP Claim"), provided Client is not in default under this Agreement, TLU will defend, at its sole authority and expense, and indemnify Client against any losses, damages, and expenses finally awarded against Client or agreed to in a written settlement agreement signed by TLU, to the extent arising out of such IP Claim. TLU's obligations under this Section are expressly conditioned upon receipt by TLU of prompt written notice of any such IP Claim and Client's full cooperation with TLU in the defense of any such IP Claim. In the event that Client's use of any Software Services is enjoined or restrained by court order based on an IP Claim or if, in TLU 's opinion, the Software is likely to become the subject of an IP Claim, TLU will, at its expense and at its option:
 - i) procure for Client the right to continue using the infringing Software;
 - ii) replace or modify the infringing Software so that it becomes non-infringing, but only if the modifications or replacement does not materially adversely affect the use of the Software; or
 - iii) if neither (i) nor (ii) above is practical, terminate this Agreement, in which case TLU will provide a prorated refund of any prepaid fees for the remainder of the annual period. The indemnification provisions contained in this Section shall not apply to any infringement occasioned by modification by any party other than TLU, or its authorized agents, of any Software or any combination of or integration of the Software with any device or software added by any party other than TLU or its authorized agents. This Section contains Client's sole and exclusive remedy for patent, copyright, trade secret, or other proprietary right infringement.

12) Warranty; Disclaimer of Warranties; Limited Liability.

- a) TLU hereby warrants to Client that the Software Services will perform substantially in accordance with TLU's written documentation (not, however, that the Software Services are error-free, since all software contains some programming errors) provided that this warranty does not apply to performance problems caused by (i) events beyond TLU's reasonable control, including vandalism, civil disturbance, fire, flood, storm, or other exposures to the elements or to temperature extremes; (ii) unavailability or malfunctioning of telecommunication services; (iii) tampering, failure of electric power, abuse, or misuse; (iv) operator mistakes; (v) equipment, software, or other items (whether or not included within the Software) not developed, manufactured, created, or produced by TLU; (vi) a failure to comply with TLU's written policies or documentation or this Agreement or to use the Software Services in accordance with their intended purpose; (vii) modifications of the Software not performed by TLU or its authorized representatives; (viii) combinations or integrations of the Software with devices or software not provided by TLU or its authorized representatives; or (ix) Client's use of the Software Services as part of an invention by Client or as part of a new configuration, which, in either case, includes materials or methods not supplied or approved by TLU.

- b) In the event of any failure of equipment, software, or other items, if the software, equipment, or other item was developed, manufactured, created, or produced by third parties, TLU will use reasonable business efforts to assign to Client any and all of TLU's warranty rights against such third parties; provided, however, that TLU shall have no further obligations with respect to such third party equipment, software, or other items.
 - c) EXCEPT AS STATED IN SECTION 1(a), TLU hereby disclaims any and all warranties, conditions, or representations (express or implied, oral or written), with respect to the SOFTWARE SERVICES AND ANY OTHER SERVICES PROVIDED BY TLU UNDER THIS AGREEMENT, including any and all implied warranties or conditions of title, NON-INFRINGEMENT, merchantability, or fitness or suitability for any purpose (whether or not TLU knows, has reason to know, has been advised, or otherwise in fact aware of any such purpose), whether alleged to arise by law, by reason of custom or usage in the trade, or by course of dealing, including any warranty that (a) the SOFTWARE SERVICES will be error-free; or (b) the quality of the SOFTWARE SERVICES will meet Client's expectations or requirements. EXCEPT AS STATED IN SECTION 14(a), The SOFTWARE SERVICES AND ANY OTHER SERVICES PROVIDED BY TLU UNDER THIS AGREEMENT ARE being provided "as is" and "with all faults" and the entire risk as to satisfactory quality or accuracy thereof is with Client.
 - d) Except as set forth in Section 13(c), Client's exclusive remedy for any cause of action arising out of this Agreement shall be for TLU to use reasonable business efforts to provide or restore Client's access to the Software Services. Client acknowledges, understands, and agrees that TLU will not be liable for any indirect, incidental, punitive, special, loss of data, data recovery or reconstruction, resulting delays, service interruption, business interruption, loss of privacy, loss of profits, lost savings, expenses, costs of substitute software, work products or services, or losses resulting from erasure, damage, destruction or other loss of files, data or programs or the cost of recovering such information, even if such party has been advised of the possibility of such damages, losses expenses or costs or consequential damages arising out of or related to this Agreement or the Software Services or the Support Services provided hereunder, whether such damages are alleged as a result of tortious conduct, breach of contract or otherwise, even if TLU has been advised of the possibility of such damages. Client acknowledges, understands, and agrees that the maximum total liability of TLU under this Agreement will not exceed the fees received by TLU under this Agreement during the twelve (12) month period immediately preceding the occurrence of the event giving rise to such liability.
- 13) **Indemnification.** Client will indemnify, defend, and hold TLU, including its affiliates, managers, officers, employees, agents, successors and assigns, harmless from and against any and all claims, actions, causes of action, orders, arbitrations, proceedings, losses, damages, liabilities, judgments, and expenses (including, without limitation, reasonable attorneys' fees and costs) arising, directly or indirectly, from or in connection with: (a) any breach of this Agreement by Client or any of its affiliates, employees or agents; (b) any violation of the rights of another by Client or any of its affiliates, employees or agents; or (c) any negligent or intentional acts or omissions by Client or any of its affiliates, employees or agents. This Section will survive the termination of this Agreement.
- 14) **Force Majeure.** Except for the obligation to make payments hereunder, neither party shall be liable for any failure or delay in its performance due to any cause beyond its reasonable control, including acts of war, acts of God, earthquake, flood, embargo, riot, terrorism, sabotage, labor shortage or dispute, governmental act, criminal conduct, computer hacking or failure of the Internet, provided that the delayed party (a) gives the other party prompt notice of such cause, (b) uses its reasonable commercial efforts to promptly correct such failure of delay in performance. If TLU is unable to provide the contracted software and service as outlined in Exhibit A for a period of sixty (60) consecutive days due to a continuing force majeure event, Client may terminate this Agreement.
- 15) **Media Release.** Client hereby gives and grants permission unto TLU to publicize non-confidential information about Client in print or electronic forms of public relations, training, or marketing productions. The information and images may be used for any purpose without limitation or reservation, in such manner as determined by TLU.

- 16) **Notices.** All notices and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given if delivered, sent by electronic mail (e-mail), reputable overnight delivery service or registered or certified mail, return receipt requested, postage prepaid, to the addresses set forth above. Notices delivered personally shall be effective upon delivery. Notices delivered by overnight courier shall be effective when received. Notices delivered by registered or certified mail shall be effective on the date set forth on the receipt of registered or certified mail, whichever is earlier. Either party may change its address for purposes of this Agreement by providing notice of such change to the other party at the address for such party set forth above.

Client shall maintain an up-to-date contact for both billing and technical maintenance notices with TLU. In the event of a change, Client shall notify TLU immediately.

19) **General.**

- a) *Entire Agreement and Amendment.* This Agreement cancels and supersedes all previous agreements, written or oral, between the parties hereto relating to the subject matter hereof and, together with all exhibits and addendums referred to herein, constitutes the entire agreement between the parties hereto, and there are no understandings, representations or warranties expressed or implied not specifically set forth herein. This Agreement may be amended only by a writing executed by the party against which such amendment is sought to be enforced. This Agreement shall not be supplemented or modified by any course of performance, course of dealing or trade usage. Client and TLU specifically acknowledge and agree that any other terms varying from or adding to the terms of this Agreement, whether contained in any purchase order or other electronic, written or oral communication made from Client to TLU are rejected and shall be null and void and of no force or effect, unless expressly agreed to in writing by both parties. This Agreement will prevail over any conflicting stipulations contained or referenced in any other document.
- b) *Controlling Law.* This Agreement is governed by and will be construed and interpreted in all respects in accordance with the laws of the State of California (without application of principles of conflicts of law). The parties hereto agree that any claim or cause of action between the parties arising out of or in connection with this Agreement will have exclusive jurisdiction and venue in state court in Kern County, California, or the United States District Court for the District of California, whichever is proper.
- c) *Counterparts.* This Agreement may be executed simultaneously in one or more counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the same instrument.
- d) *Waiver.* The failure of either party to require performance by the other party of any provision hereof, or to enforce any remedies it may have against the other party, will in no way affect the right thereafter to enforce this Agreement and require full performance by the other party. The waiver by either party of any breach of any provision of this Agreement will not constitute a waiver of any succeeding breach of that provision or of any other provision.
- e) *Severability.* If any provision of this Agreement or the application thereof to any person or circumstance is invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to other persons or circumstances will not be affected thereby and will be enforced to the greatest extent permitted by law, but only as long as the continued validity, legality and enforceability of such provision or application does not materially alter the terms of this Agreement or diminish the benefits or burdens of this Agreement.
- f) *Assignment and Successors.* This Agreement may not in whole or in part be assigned, voluntarily or by operation of law, or otherwise transferred to others by Client without the written consent of TLU. Any

purported assignment by Client in violation of this Section will be null and void. This Agreement is binding upon the parties hereto, and their successors and permitted assigns.

- g) *Independent Contractor.* The parties are independent contractors, and nothing in this Agreement nor the conduct of the parties will be deemed to place the parties in any other relationship. Under no circumstances will either party be considered to be an agent, employee, partner or representative of the other party or otherwise attempt to bind the other party.
- h) *Other Entities.* Other local, governmental and private entities within the state of California who wish to participate under the same unmodified terms and conditions contained in this document may do so, subject to TLU's approval which will not be unreasonably withheld. Each entity wishing to participate must sign a separate Order Schedule referencing these Terms and stating payment terms and conditions specific to that entity. If such participation is desired by an eligible entity, pricing shall be subject to Exhibit D and all purchase orders will be shipped directly from and products and services will be shipped directly to that entity.
- i) *Upgrades.* Client may upgrade product or services provided by TLU under the terms and conditions contained herein. Any special terms and conditions related to payment for upgrades and additional services will be noted in an attached addendum.
- j) *Interpretation.* The headings, section titles and captions used in this Agreement are for reference and convenience purposes only and shall not in any way limit or affect the meaning or interpretation of any of the terms hereof. All defined terms in this Agreement shall be deemed to refer to the masculine, feminine, neuter, singular or plural, in each instance as the context or particular facts may require. Use of the terms "hereunder," "herein," "hereby" and similar terms refer to this Agreement.
- k) *Conditions for Strategic Scheduling Checkup or Other Metrics Analysis.* If Client is procuring consulting or product services that result in analysis of metrics defined by TLU, Client agrees that TLU may incorporate quantitative, analytic measures of Client's data obtained through product or service offerings for benchmarking and comparative analytics. Such use of Client's data will not disclose Client's identity.
- l) *Mediation: If a dispute arises out of or relates to this Agreement, or the breach hereof, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure.*
- m) *Addendums and Signed Quotes.* If Client chooses to procure additional services, those will be incorporated into this Agreement by way of one or more Addendums. Any subsequently added Addendum will be subject to the terms and conditions of this Agreement. Client and TLU agree that if Client signs a quote to procure additional services during the term of this Agreement or during any renewal term of this Agreement, the terms and conditions contained herein shall control unless otherwise modified on the quote proposal and signed by both parties. This Agreement will be the controlling document over any terms attached to purchase orders related to the services sold herein and/or in the event of a discrepancy of terms.
- n) *Document Precedence:* In cases of conflict between or among the terms, attachments, addenda or exhibits, the order of precedence shall be as follows: 1) Order Schedule; 2) TLU General Terms and Conditions; 3) Mutual Non-Disclosure; and 4) any other attachments, amendments and addenda mutually signed by both parties.
- o) *Right to Remedies and Cumulation of Rights:* No remedy conferred by any of the specific provisions of this Agreement is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative

and shall be in addition to every other remedy given under this Contract, now or in the future existing at law or in equity or by statute or otherwise.

- p) *Implementation.* Both parties understand a mutually agreed upon schedule must be established in writing prior to implementation. If any delays occur solely as a result of any incorrect information, incorrect assumption or failure of Client to perform or fulfill its obligations, the performance schedule for the applicable project may be extended. TLU shall have no liability or responsibility for any costs or expenses resulting from such delays. All activity and personnel will be accepted when the contract is fully executed. TLU reserves the right to suspend any and all implementation and services should payment not be received on time, regardless of Client's internal procurement and/or payment processes, until such time as full payment is received including any applicable late fees and/or change orders. In the event implementation is suspended due to non-payment, TLU shall have no responsibility or liability for schedule delays or additional costs incurred with stopping, restarting, or reallocation of resources on the part of the Client. Implementation fees are non-refundable.
- q) *Expenses.* Except as otherwise specifically provided herein, each party shall bear and pay its own expenses incurred in connection with this Agreement and the transactions contemplated hereby.
- r) *Audit Rights.* Upon reasonable notice to Customer, TLU shall be permitted access to audit Customer's use of the Software solely in order to determine Customer's compliance with the use of the software and pricing terms this Agreement. Customer shall reasonably cooperate with TLU with respect to its performance of such audit. Customer acknowledges and agrees that Customer is prohibited from publishing the results of any benchmark test using the Software to any third party without TLU's prior written approval.
- s) *Valid Signatures.* Each party may sign this Agreement using an electronic or handwritten signature, which are of equal effect, whether on original or electronic copies. The individual executing this Agreement warrants s/he has the authority to bind Client/TLU, as the case may be, to the obligations created herein and that s/he is the representative of the party for which s/he signs.

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

TO: **Members of the Governing Board**

SUBJECT: **AGREEMENT WITH FOUNDATION FOR CALIFORNIA
COMMUNITY COLLEGES (FCCC) TO BE THE
EMPLOYER OF RECORD FOR STUDENT INTERNSHIPS**

REQUESTED ACTION:

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

SUMMARY:

Board approval is requested for an agreement with the Foundation for California Community Colleges (FCCC) under their Career Catalyst Program to act as the employer of record for the student internship project funded by the Governor’s Office Department of Defense (DOD) California Defense Ecosystems and National Consortia Effort (CADENCE) grant (approved at the December 16, 2020 Board meeting). Worksite agreements will be executed with the ten colleges that were selected to participate in the project (approved at the March 17, 2021 Board meeting). The DOD is subsidizing the 100% of student intern wages for the project and FCCC will handle the payroll and workers comp. The agreement is for \$32,000 with a performance period of April 22, 2021 - 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:

Ed. Code: 81655 Board Policy: 3520 Estimated Fiscal Impact: \$32,000 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

April 9, 2021

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

April 21, 2021

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

Foundation for California Community Colleges, in an effort to support the Career Catalyst program, which provides life-shaping career opportunities for individuals and recruitment solutions for employers by pairing qualified individuals with organizations for work and job training, shall provide services to Solano Community College.

For the purposes of this Agreement the Foundation for California Community Colleges, a California non-profit 501(c)(3) corporation, is referred to as "FOUNDATION" and Solano Community College is referred to as "CUSTOMER". The term "PARTICIPANT" shall refer to the individual participating in the Career Catalyst program. The term "WORK SITE" shall refer to the agency or business where the PARTICIPANT will be placed, where PARTICIPANT will perform his/her job duties pursuant to a Work Site Agreement. The term "SUPERVISORY COMMUNITY COLLEGE" shall refer to any Community College that supervises a PARTICIPANT's placement at an EXTERNAL WORK SITE. And the term "EXTERNAL WORK SITE" shall refer to the agency or business where PARTICIPANT will perform his/her job duties pursuant to an External Work Site Agreement. By signing this Agreement, the Parties acknowledge their acceptance of all the terms and conditions in this Agreement and any exhibits attached hereto (collectively the "Agreement").

The term of this Agreement is Effective Date through August 31, 2022

The amount of this Agreement is \$32,000

Project: CADENCE Project 10

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	Services and Deliverables	Pages
Exhibit A-1	Customer Guarantees	Pages
Exhibit B	Budget & Payment Terms	Pages
Exhibit C	Special Terms	Pages
Exhibit D	Notices	Pages
Exhibit E	General Terms	Pages
Exhibit F	Work Site Agreement	Pages

THE PARTIES HEREBY EXECUTE THIS 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: _____

CUSTOMER – second signature, if required

**FOUNDATION FOR CALIFORNIA COMMUNITY
COLLEGES – second signature, if required**

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

SERVICES AND DELIVERABLES

Agreement No. 00004341

FOUNDATION shall provide to CUSTOMER the services as set forth below. CUSTOMER agrees to work closely with FOUNDATION staff and its partners in the performance of Services and shall be available to FOUNDATION's staff and partners at all reasonable times. In providing such services to CUSTOMER, FOUNDATION is not exercising any control over the wages, hours, or working conditions of any PARTICIPANT. CUSTOMER agrees and represents that FOUNDATION and CUSTOMER are not acting as a joint employer with respect to the PARTICIPANTS whom FOUNDATION employs during the period of this Agreement.

1. Foundation Responsibilities

- 1.1. FOUNDATION shall assume responsibility, as the employer of record for the PARTICIPANTS.
- 1.2 FOUNDATION shall be responsible for payment of wages, as reported by CUSTOMER, through the FOUNDATION's payroll, including making the appropriate deductions, withholdings, and premium payments under applicable federal, state, and local laws.
- 1.3 FOUNDATION shall be responsible for providing workers' compensation insurance coverage that covers the PARTICIPANTS, as well as processing and defending all workers' compensation claims made by PARTICIPANTS.
- 1.4 FOUNDATION shall be responsible for managing and tracking PARTICIPANT leaves of absence, as may be required by law.
- 1.5 Upon CUSTOMER's written request, FOUNDATION will conduct a background check for PARTICIPANTS requested by CUSTOMER for an additional fee.

2. Services provided by Foundation

Deliverable	Description
On-Boarding Assistance	Virtual and onsite orientation sessions lead by the Foundation. Single point of contact for new hire paperwork. Streamlined and electronic tools to assist with hiring. Maintain personnel records.
Employee Relations Issues	Respond to all day-to-day employee relations issues and employee/supervisor inquiries regarding Policies and Procedures. Provide coaching, guidance, and legal assistance with employee relations issues with supervisors / manager(s), Workforce Development, and Legal staff. Initiate communication with employee to address and resolve issue.

Payroll Services	Manage and maintain the Human Resource Information System (HRIS) and processing of new hires, salary increases, promotions, transfers and terminations for the Program. On-line timekeeping training for students, supervisors, and contract manager(s). Tax documentation and information.
Leave Management	Single point of contact for administrative and medical leaves of absence. Generate paperwork, track time out of the office, and facilitate/manage communication between the employee and supervisor. Liaison between individual and Employment Development Department (EDD) for State Disability Insurance (SDI) and Paid Family Leave (PFL) insurance/payments.
Workers' Compensation Claims	Single point of contact for workers' compensation claims. Generate paperwork, track time out of the office, and facilitate communication between the employee and supervisor. Liaison between employee and insurance carrier for workers' compensation insurance/payments.
Unemployment	Single point of contact for unemployment claims, generate paperwork, and serve as the liaison between employee and EDD for unemployment payments.

3. **Foundation Representative**

Human Resources and Payroll Inquiries:

Leti Shafer, Workforce Development Specialist
 Foundation for California Community Colleges
 1102 Q Street, Suite 4800
 Sacramento, CA 95811
 Phone: 916-498-6749
 Fax: 916-325-0844
lshafer@foundationccc.org

EXHIBIT A-1

CUSTOMER GUARANTEES

1. Customer Responsibilities

1.1 CUSTOMER shall have the responsibility for the day-to-day control and supervision of PARTICIPANTS and must provide PARTICIPANT with supervision, training, and work assignments in accordance with the WORK SITE, and EXTERNAL WORK SITE (if applicable), request and job description.

1.2 CUSTOMER shall allow for monitoring visits by representatives of the FOUNDATION and shall ensure that WORK SITES, and EXTERNAL WORK SITES (if applicable), will allow for monitoring visits by representatives of the FOUNDATION should the FOUNDATION elect to perform an inspection.

1.3 CUSTOMER will notify FOUNDATION if any position is subject to any state, federal or local minimum or prevailing wage requirements, or subject to the terms of a collective bargaining agreement.

1.4 If PARTICIPANTS will be working at WORK SITES not under the direction and control of CUSTOMER, CUSTOMER shall have a signed “Work Site Agreement” with the WORK SITE. CUSTOMER shall use the Work Site Agreement Template in Exhibit F, attached to this Agreement and herein incorporated by reference, as its Work Site Agreement with each site. FOUNDATION in its sole discretion may deny placement of PARTICIPANTS at any WORK SITE, if FOUNDATION deems the WORK SITE to be unsafe or non-compliant with State, Local, or Federal law.

1.5 If PARTICIPANTS will be working at EXTERNAL WORK SITES not under the direction and control of CUSTOMER or a SUPERVISORY COMMUNITY COLLEGE, CUSTOMER and SUPERVISORY COMMUNITY COLLEGE shall enter into and have a signed “External Work Site Agreement” with the EXTERNAL WORK SITE. CUSTOMER and SUPERVISORY COMMUNITY COLLEGE shall use a Foundation approved “External Work Site Agreement” Template, which FOUNDATION shall provide to CUSTOMER and SUPERVISORY COMMUNITY COLLEGE upon request, as its External Worksite Agreement with each EXTERNAL WORK SITE. FOUNDATION in its sole discretion may deny placement of PARTICIPANTS at any EXTERNAL WORK SITE, if FOUNDATION deems the EXTERNAL WORK SITE to be unsafe or non-compliant with this Agreement or State, Local, or Federal law.

1.6 CUSTOMER shall ensure PARTICIPANTS receive meal and rest breaks in compliance with both California Law and the Foundation’s Policy and Procedures manual. CUSTOMER agrees to accurately track and provide to FOUNDATION a time record for all hours worked by each PARTICIPANT on a bi-weekly basis. The time record shall include all of the PARTICIPANT’s start and end times, as well as meal period and rest breaks. CUSTOMER will be responsible for ensuring PARTICIPANT’s enter and approve accurate timesheets. Billed rates will be increased to reflect overtime hours worked, waiting time penalties, and meal period premiums according to state or local law.

1.6.1 If CUSTOMER submits a request to offboard a PARTICIPANT, CUSTOMER shall notify FOUNDATION at least 4 days in advance of the requested last day of work (includes when PARTICIPANT completes his or her work experience); CUSTOMER shall also notify

FOUNDATION immediately in the event a PARTICIPANT voluntarily quits his or her work experience. If CUSTOMER fails to notify FOUNDATION in accordance with this term, CONTRACTOR shall be responsible for compensating FOUNDATION for payments made to PARTICIPANT for the costs of waiting time penalties, per Labor Code section 203.

1.7 Without the prior written agreement of FOUNDATION, CUSTOMER will not entrust PARTICIPANTS with the care of unattended premises, or unsupervised custody or control of cash, credit cards, valuables, or other similar property.

1.8 CUSTOMER shall immediately notify FOUNDATION if a case of COVID-19 is detected at the CUSTOMER's worksite, which includes but is not limited to an instance where a PARTICIPANT or CUSTOMER staff tests positive for COVID-19, or a third-party that closely interacts with PARTICIPANT or CUSTOMER staff tests positive for COVID-19.

to reflect overtime hours worked, costs of waiting time penalties, and meal period premiums according to state or local law.

1. CUSTOMER will ensure that PARTICIPANTS who are under the age of 18 do not exceed 8 hours per day or 40 hours per week. If PARTICIPANTS over the age of 18 do exceed 8 hours per day or 40 hours per week, Customer will be responsible for payment of overtime to the PARTICIPANT. **CUSTOMER will ensure that no PARTICIPANT exceeds 1000 hours per fiscal (July- June) year**, unless classified as a Student Assistant with CUSTOMER and FOUNDATION approval.
2. CUSTOMER shall provide a detailed job description prior to the start date for each PARTICIPANT. This will allow the FOUNDATION to apply an accurate Worker's Compensation Rate to be billed to CUSTOMER.

2. Compliance with Federal, State, and Local Laws

2.1 CUSTOMER must provide all legally required documents prior to PARTICIPANTS start date including, but not limited to: PARTICIPANT Form I-9s and work permits for PARTICIPANTS under the age of 18.

2.2 CUSTOMER shall certify that WORK SITE, and EXTERNAL WORK SITE (if applicable), provides a drug-free workplace, required by the California Drug-Free Workplace Act of 1990 (Government Code section 8350 et seq.).

2.3 CUSTOMER and WORK SITE, and EXTERNAL WORK SITE (if applicable), shall comply with all applicable federal, state and local laws and regulations relating to a safe and accessible work environment, including but not limited to, federal and state Occupational Safety and Health Administration ("OSHA") laws and regulations, including the recording of workplace injuries on CUSTOMER's OSHA 300 logs.

2.4 CUSTOMER and WORK SITE, and EXTERNAL WORK SITE (if applicable), shall comply with the requirements of the Fair Labor Standards Act, the California Labor Code, the California Industrial Wage Orders, Title VII of the Civil Rights Act of 1964, the Fair Employment and Housing Act, the Age Discrimination in Employment Act, the Americans with Disabilities Act, and all other federal, state, and local laws and regulations governing the hiring or employment of PARTICIPANT.

2.5 CUSTOMER and WORK SITE shall comply with all applicable federal, state, and local orders, advisories, and guidelines on COVID-19 related workplace restrictions and notification obligations, including but not limited to those from the Center for Disease Control and Prevention (CDC), the California Department of Public Health (CDPH), California Division of Occupational Safety and Health of California, local county, or any other applicable government entity.

3. Worker's Compensation and Employment Claims

3.1 CUSTOMER shall immediately notify FOUNDATION of any injury and/or Workers' Compensation Claims related to a PARTICIPANT.

3.2 CUSTOMER shall promptly report to FOUNDATION any claims of harassment, discrimination, and/or claims of any violation of law governing the PARTICIPANT's

employment, including allegations or reports of any irregularities or discrepancies by PARTICIPANT.

- 3.3 CUSTOMER shall notify the FOUNDATION if a PARTICIPANT will be allowed to operate any motor vehicle or heavy equipment at any time as part of his/her work/training activities. CUSTOMER must secure FOUNDATION's written approval prior to PARTICIPANT's use of motor vehicles or heavy equipment.

EXHIBIT B

BUDGET & PAYMENT TERMS

1. Compensation

The total fee to be paid to FOUNDATION by CUSTOMER for the Services shall be \$32,000, including applicable taxes. CUSTOMER will be responsible for all costs incurred by PARTICIPANTS under this Agreement. If PARTICIPANTS incur costs that exceed the contract value, CUSTOMER is responsible for those costs. These costs include any cost the FOUNDATION is obligated to pay PARTICIPANTS under State, Local, or Federal law.

2. Invoicing and Payment

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, CUSTOMER agrees to compensate FOUNDATION for actual expenditures incurred in accordance with the rates specified herein.
- B. Itemized invoices shall be submitted via email on a bi-weekly basis to:

Amanda Lim
Amanda.lim@solano.edu
Fiscal Services Accountant
4000 Suisun Valley Road
Fairfield, CA 94534

3. Billing Rate

CUSTOMER will be invoiced biweekly and will pay FOUNDATION based upon a specified billing rate, which is composed of the following:

- A. CUSTOMER is billed for the PARTICIPANT's hourly rate, including any overtime or premium payments owed to the PARTICIPANT plus employer payroll taxes (Reference budget). The actual percentage for employer tax is determined based upon assigned workers compensation codes;
- B. CUSTOMER is billed a 15% mark-up of the total costs described in Section 2A above, to cover administrative and payroll fees associated with facilitating the Payroll Services;
- C. CUSTOMER is billed a \$100 onboarding fee per PARTICIPANT, which is invoiced at the time of hire.
- D. Depending on the location and size of the project members will be billed for additional travel expenses, time, and materials needed to train staff, onboard PARTICIPANT's, and perform WORK SITE visits; and
- E. CUSTOMER is responsible for compensating the FOUNDATION for any services performed or employee benefit cost incurred by a participant that are not listed in Exhibit A of the Agreement but are required under local, State and Federal law. Billed rates will be increased to reflect additional costs incurred due to overtime hours worked, payment of waiting time penalties, meal period premiums, and other statutory penalties imposed pursuant to applicable local, state, and federal laws.

F. CUSTOMER is responsible for reimbursing the Foundation for criminal history background checks, live scans, or any other pre-employment screening that is requested by CUSTOMER.

EXHIBIT C

SPECIAL TERMS

1. Term, Termination, Stop Work Notice

- 1.1 Term. The period of this Agreement is from the Effective Date to August 31, 2022 (“Term”), or until all funds due to FOUNDATION under this agreement have been paid and all terms and conditions have been satisfied.
- 1.2 Termination for Convenience. Either party shall have the right to terminate this agreement for any reason or no reason, without penalty, at any time by providing the other party with written notice of termination at least thirty (30) calendar days in advance.
- 1.3 Termination for Cause. Either party shall have the right to terminate this agreement, without penalty, immediately should the other party be found to be in material breach of this agreement.
- 1.4 Procedures at Termination. Either party must cease or reduce work immediately upon receiving the notice of termination or as required by the written notice and take all steps possible to mitigate losses. CUSTOMER shall be liable to FOUNDATION for all wages and costs authorized under this agreement up until the effective date of termination and shall make payment to FOUNDATION upon receipt of a final invoice.

2. Insurance and Indemnification

2.1 Insurance. CUSTOMER, at CUSTOMER’s sole cost and expense, will obtain, keep in force, and maintain insurance as listed below. Coverages required will not limit any liability of CUSTOMER and will include:

- Commercial General Liability Insurance with a combined single limit of no less than \$1 million per occurrence. This policy shall name FOUNDATION, its directors, officers, and employees as Additional Insureds;
- Employment Practices Liability Insurance covering liability arising from any error, omission, negligent or wrongful act of the CUSTOMER, its officers or employees with limits of not less than \$1 million per occurrence and \$2 million aggregate. This policy shall name FOUNDATION, its directors, officers, and employees as Additional Insureds; and
- Workers’ Compensation Insurance, for CUSTOMER’s employees, as required under the Workers’ Compensation and Safety Act of the State of California, as amended from time to time.

Insurances required by this Agreement shall contain a thirty (30) day notice of cancellation provision. CUSTOMER shall transmit all certificates of insurance, including the additional insured endorsement, to the FOUNDATION, within 15 days of CUSTOMER’s execution of this Agreement. All insurance required to be carried by CUSTOMER and/or Indemnitor shall be primary, and not contributory, to any insurance carried by FOUNDATION. Any failure of FOUNDATION to require Certificates of Insurance and Additional Insured endorsements shall not operate as a waiver of these requirements.

2.2 Indemnification. FOUNDATION shall be liable for and shall indemnify and hold CUSTOMER harmless against any costs, expenses, claims, suits, judgments, loss or damage (including reasonable attorneys' fees) arising from the fault or negligence of FOUNDATION, its officers, employees, agents, subcontractors and representatives, in performance of the Services under this Agreement.

CUSTOMER shall be liable for and shall indemnify and hold FOUNDATION harmless against any costs, expenses, claims, suits, judgments, loss or damage (including reasonable attorneys' fees) arising from the fault or negligence of CUSTOMER or WORK SITES, and EXTERNAL WORK SITES (if applicable), their officers, employees, agents, subcontractors and representatives, arising from their responsibilities under this Agreement, including but not limited to the CUSTOMER guarantees described in Exhibit A-1.

EXHIBIT D

NOTICES

Notices

All notices and other communications required or permitted to be given under this Agreement, including but not limited to any notice of change of address, must be directed to the following individuals:

FOUNDATION:

PROGRAM DIRECTOR (All Programmatic Issues):

Tim Aldinger
Director, Workforce Development
Foundation for California Community Colleges
1102 Q Street, Suite 4800
Sacramento, CA 95811
916-491-4499
taldinger@foundationccc.org

CONTRACTS (Contracts Issues Only, including but not limited to Contract Notices):

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

CUSTOMER:

Charles Eason, Statewide Director Business and Entrepreneurship
Solano Community College
4000 Suisun Valley Road, Room 151
Fairfield, CA 94534
(707) 863-7846
charles.eason@solano.edu

All notices shall be in writing and shall be emailed, personally delivered, certified mail, postage prepaid and return receipt requested, or by overnight courier service. Notice shall be deemed effective on the date emailed, personally delivered, or if mailed, five (5) days after deposit of the same in the custody of the United States Postal Service or overnight courier service.

EXHIBIT E

GENERAL TERMS

1. General Terms

- 1.1 Captions and Interpretation. Paragraph headings in this agreement are used solely for convenience and shall be wholly disregarded in the construction of this agreement. Paragraph headings shall not be deemed to define, limit or extend the scope or intent of the paragraphs to which they appertain.
- 1.2 Assignment and Delegation. This agreement may not be assigned or otherwise transferred by either party without the prior written consent of the other party; however, either party will have the right to assign its rights and obligations under this agreement in connection with a merger, acquisition, or sale transfer of substantially all of its assets. Any assignment not in accordance with this paragraph is void.
- 1.3 Anti-lobbying. FOUNDATION shall not use any part of the funds rendered for Services to directly or indirectly pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a political candidate for public office or a Member of Congress, a jurisdiction, or an official of any government, or to favor, adopt, or oppose, by vote or otherwise, any legislation.
- 1.4 Non-Discrimination. FOUNDATION shall not discriminate in the provision of services, benefits, employment, facilities or otherwise because of race, color, ancestry, religion, creed, national origin, sex, age, sexual orientation, physical or mental disability, medical condition, marital status, denial of family care leave or on the basis of any other protected category as provided by federal, state and/or local laws. CUSTOMER shall comply with the provisions of the Fair Employment and Housing Act (California Government Code §12990(a)-(f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, §7285 et. seq.)
- 1.5 Debarment and/or Suspension. CUSTOMER shall comply with Executive Order 12549, Debarment and Suspension. CUSTOMER represents and warrants that CUSTOMER is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency or any California state department or agency.
- 1.6 Entire Agreement. This agreement 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 parties regarding such subject matter. Any terms and conditions which are additional to or different from the terms and conditions of this agreement are hereby deemed rejected by FOUNDATION and shall not be of any effect or in any way binding upon FOUNDATION. To the extent that the terms and conditions of this agreement conflict with, or are in any way inconsistent with, the terms and conditions of any exhibit hereto, the terms and conditions of this agreement will prevail.

- 1.7 Modification of Agreement. This agreement may be modified only by a written agreement dated subsequent to this agreement and signed by authorized representatives of each party. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.
- 1.8 Law to Govern; Venue. This agreement is made under and will be governed by and construed in accordance with the laws of the State of California. Any litigation resulting from a dispute or claim arising under or relating to this agreement 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 prevailing party in any action relating to breach or enforcement of this agreement shall be entitled to their reasonable attorneys' fees and costs
- 1.9 Time is of the Essence. Time is of the essence with respect to all provisions of this agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this agreement.
- 1.10 Construction of Agreement. Both parties have participated in the negotiation and drafting of this agreement. Therefore, the terms and conditions of this agreement shall not be construed against either party as the drafting party.
- 1.11 Confidentiality. CUSTOMER shall not, directly or indirectly, use, make available, sell, disclose or otherwise communicate to any third party, other than in CUSTOMER's assigned duties and for the benefit of FOUNDATION, any of FOUNDATION's Confidential Information, either during or after CUSTOMER's relationship with FOUNDATION. Subject to applicable federal, state and local law, including but not limited to the Richard McKee Transparency Act of 2011, Confidential Information is to be broadly defined, and includes but may not be limited to all information that has or could have commercial value or other utility in the business in which FOUNDATION is engaged or contemplates engaging, and all information of which the unauthorized disclosure could be detrimental to the interests of FOUNDATION, whether or not such information is identified as Confidential Information by FOUNDATION. This paragraph shall survive the expiration or early termination of this agreement.
- 1.12 Execution of this Agreement. The Parties agree that this agreement 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 or facsimile may serve as an original. If this agreement is executed in counterparts, no signatory hereto shall be bound until both the parties have fully executed a counterpart of this agreement.
- 1.13 Authority to Bind. The parties each represent and warrant that the signatories below are authorized to sign this agreement on behalf of themselves or the party on whose behalf they execute this agreement.
- 1.14 Severability. If any part of this agreement is found invalid or unenforceable, that part will be amended to achieve, as nearly as possible, the same economic effect as the original provision and the remainder of this agreement will remain in full force and effect.

- 1.15 Non-waiver. The failure of either FOUNDATION or CUSTOMER, 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.
- 1.16 Relationship of the Parties. Both parties are independent parties and this agreement will not establish any relationship of partnership, joint venture, employment, agency or otherwise. Neither party will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent, except as otherwise expressly provided in this agreement.
- 1.17 Force Majeure. FOUNDATION shall not be liable or deemed to be in default for any delay or failure in performance under this agreement or interruption of Services resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, terrorism, war, strikes, labor disputes, shortages of suitable parts, materials, labor or transportation, or any similar cause beyond the reasonable control of FOUNDATION.

EXHIBIT F

WORK SITE AGREEMENT TEMPLATE

WORK SITE AGREEMENT

Between

[CUSTOMER]

And

[INSERT WORK SITE NAME]

The Agreement below describes the roles and responsibilities of both [CUSTOMER] herein after CUSTOMER and [WORK SITE] herein after WORK SITE, in relation to the placement of Career Catalyst Program PARTICIPANTS (“PARTICIPANTS”) placed at WORK SITE. PARTICIPANTS are employees of the Foundation for California Community Colleges (“FOUNDATION”). FOUNDATION will act as employer of record for the PARTICIPANT and provide all payrolls and associated costs (i.e., workers' compensation, taxes, etc.). The FOUNDATION provides workers' compensation coverage for PARTICIPANTS.

1. WORK SITE Responsibilities

- 1.1 WORK SITE agrees to provide [PARTICIPANT names] (hereafter called “PARTICIPANT”) with the opportunity to work in the capacity of [job title], which will enhance long term employability skills through work exposure (career exploration) and to gain entry level work readiness skills (work maturity) for future employment opportunities. WORK SITE shall train the PARTICIPANT in work maturity skills and work readiness skills and in accordance with the agreed upon workplace competencies (See Attachment A, attached hereto and incorporated by reference, for Training Outline).
- 1.2 WORK SITE shall have the responsibility for the day-to-day control and supervision of PARTICIPANTS and must provide PARTICIPANT with supervision, training, and work assignments in accordance with the job description.
- 1.3 WORK SITE shall allow for monitoring visits by representatives of the FOUNDATION and CUSTOMER.
- 1.4 WORK SITE shall notify CUSTOMER and FOUNDATION if any position is subject to any state, federal or local minimum or prevailing wage requirements, or subject to the terms of a collective bargaining agreement prior to PARTICIPANT on-boarding.
- 1.5 WORK SITE shall not entrust PARTICIPANTS with the care of unattended premises, or unsupervised custody or control of cash, credit cards, valuables, or other similar property without the prior written approval of the FOUNDATION.

1.6 WORK SITE shall ensure PARTICIPANTS receive meal and rest breaks in compliance with both California Law and the FOUNDATION's Policy and Procedures manual. WORK SITE agrees to accurately track and provide to CUSTOMER and FOUNDATION a time record for all hours worked by each PARTICIPANT on a bi-weekly basis. The time record shall include all of the PARTICIPANT's start and end times, as well as meal period and rest breaks. WORK SITE will be responsible for ensuring PARTICIPANT's enter and approve accurate timesheets. Billed rates will be increased to reflect overtime hours worked and meal period premiums according to state or local law.

1.6.1 If WORK SITE submits a request to offboard a PARTICIPANT, WORK SITE shall notify CUSTOMER at least 4 days in advance of the requested last day of work (includes when PARTICIPANT completes his or her work experience); WORK SITE shall also notify CUSTOMER immediately in the event a PARTICIPANT voluntarily quits his or her work experience. If WORK SITE fails to notify CUSTOMER in accordance with this term, WORK SITE shall be responsible for compensating CUSTOMER for payments made to PARTICIPANT for the costs of waiting time penalties, per Labor Code section 203.

1.7 WORK SITE shall provide the PARTICIPANT with supervision, safety instructions and safety related equipment that is required and/or is reasonable to protect against injury and/or illness while working at the WORK SITE. Where special clothing or equipment is provided to the WORK SITE's employees, the same shall be provided to the PARTICIPANT.

1.8 WORK SITE shall ensure that the PARTICIPANT is exposed to all the customary practices of the WORK SITE and the normal requirements of the job, including the WORK SITE's personnel practices and policies

1.9 The WORK SITE shall maintain the confidentiality of any information regarding the PARTICIPANT or his/her immediate family, which may be obtained through application forms, interviews, reports, or any other source.

1.10 WORK SITE shall immediately notify CUSTOMER and FOUNDATION if a case of COVID-19 is detected at the WORK SITE, which includes but is not limited to an instance where a PARTICIPANT or WORK SITE staff tests positive for COVID-19, or a third-party that closely interacts with PARTICIPANT or WORK SITE staff tests positive for COVID-19.

2. CUSTOMER Responsibilities

2.1 CUSTOMER will conduct monthly web conferences with the WORK SITE intermittently, but at least on a monthly basis for the purpose of monitoring this agreement and reviewing PARTICIPANT progress.

2.2 CUSTOMER will submit time sheets electronically if possible; otherwise, CUSTOMER will visit the WORK SITE to collect timesheets and submit for payroll processing or submit electronically as a preferred process.

2.3 CUSTOMER will provide case management services for the PARTICIPANTS, including managing all employment paperwork and on-boarding of PARTICIPANT.

3. Compliance with Federal, State, and Local Laws

- 3.1 PARTICIPANTS must complete all legally required documentation and provide valid documentation to CUSTOMER prior to beginning paid work experience at the WORK SITE.
- 3.2 WORK SITE shall ensure that PARTICIPANTS who are under the age of 18 do not exceed 8 hours per day or 40 hours per week. If PARTICIPANTS over the age of 18 do exceed 8 hours per day or 40 hours per week, WORK SITE will be responsible for payment of overtime to the PARTICIPANT. WORK SITE will ensure that no PARTICIPANT exceeds 120 hours total.
- 3.3 WORK SITE certifies that it provides a drug-free workplace, required by the California Drug-Free Workplace Act of 1990 (Government Code section 8350 et seq.).
- 3.3 WORK SITE shall comply with all applicable federal, state and local laws and regulations to a safe and accessible work environment, including but not limited to, federal and state Occupational Safety and Health Administration (“OSHA”) laws and regulations, including the recording of workplace injuries on CUSTOMER’s OSHA 300 logs. WORK SITE agrees to provide PARTICIPANTS with new-hire safety orientation and regular safety training and meetings in accordance with Cal-OSHA for the WORK SITE’s industry.
- 3.4 WORK SITE shall comply with the requirements of the Fair Labor Standards Act, the California Labor Code, the California Industrial Wage Orders, Title VII of the Civil Rights Act of 1964, the Fair Employment and Housing Act, the Hatch Act, the Age Discrimination in Employment Act, the Americans with Disabilities Act, Workforce Innovation and Opportunity Act (“WIOA”), and all other federal, state, and local laws and regulations governing the hiring or employment of PARTICIPANT.
 - 3.4.1 If the regulations promulgated pursuant to WIOA are amended or revised, it shall comply with them or will notify CUSTOMER within 30 days after promulgation of the amendments or revision that it cannot so conform.
- 3.5 WORK SITE shall ensure that PARTICIPANTS under the age of 21 will not have access to, distribute, sell, serve, or come in contact with alcohol or tobacco products. For those individuals over age 21, the WORK SITE shall ensure the individual receives proper training for selling, pouring, distributing alcohol and tobacco products. Violation of this policy will result in termination of the WORK SITE agreement.
- 3.6 WORK SITE shall not participate in the Career Catalyst program if experiencing abnormal labor conditions such as strikes, lockouts, or layoffs and the work experience PARTICIPANT will dislocate or affect employment or promotional opportunities for the WORK SITE's current or laid-off employees.
- 3.7 WORK SITE and/or the PARTICIPANT shall not be involved in training activities, which assist, promote, or deter union organization.
- 3.8 PARTICIPANT shall not be employed on the construction, operation, or maintenance of any facility as is used or to be used for sectarian instruction, or as a place for religious worship.
- 3.9 WORK SITE management shall inform CUSTOMER immediately if they become aware that there is an employee or other person at the WORK SITE that PARTICIPANT may come into contact with that is listed as a Registered Sex Offender.

- 3.10 WORK SITE and CUSTOMER agree to the retention of all required records, as per 29 CFR 95.53, for no less than 3 years following the completion of this agreement.
- 3.11 WORK SITE shall comply with all applicable federal, state, and local orders, advisories, and guidelines on COVID-19 related workplace restrictions and notification obligations, including but not limited to those from the Center for Disease Control and Prevention (CDC), the California Department of Public Health (CDPH), the California Division of Occupational Safety and Health of California, local county, or any other applicable government entity.

4. Term, Termination, Waiver, and Modification

- 4.1 The period of this Agreement is from [START DATE] – [END DATE] (“Term”).
- 4.2 CUSTOMER may, in its sole discretion, terminate this Agreement at any time, for any reason, without penalty, and require the removal of the PARTICIPANT from the WORK SITE if determined to be in the PARTICIPANT’s or CUSTOMER’s best interest. The WORK SITE may terminate this Agreement for any reason, without penalty, upon 15 days written notice to CUSTOMER.
- 4.3 No modification or waiver of any provisions of this Agreement or its attachments shall be effective unless such waiver or modification shall be in writing, signed by all parties, and then shall be effective only for the period and on the condition, and for the specific instance for which given

5. Worker’s Compensation and Employment Claims

- 5.1 WORK SITE shall immediately notify CUSTOMER and FOUNDATION of any injury and/or Workers’ Compensation Claims related to a PARTICIPANT.
- 5.2 WORK SITE shall promptly report to CUSTOMER and FOUNDATION any claims of harassment, discrimination, and/or claims of any violation of law governing the PARTICIPANT’s employment, including allegations or reports of any irregularities or discrepancies by PARTICIPANT.
- 5.3 WORK SITE must secure CUSTOMER and FOUNDATION’s written approval prior to PARTICIPANT’s use of motor vehicles or heavy equipment. CUSTOMER must also be in compliance with FOUNDATION’s driving policy in the event that a PARTICIPANT uses such motor vehicles or heavy equipment during the course of the program.

6. Insurance and Indemnification

- 6.1 WORK SITE shall maintain insurance as listed below:
 - i. Comprehensive commercial general liability, property loss, and personal injury insurance with a combined single limit of no less than one million dollars (\$1,000,000.00) per occurrence; The Commercial General Liability Policy shall name CUSTOMER and Foundation for California Community Colleges, its directors, officers, and employees as Additional Insureds.
 - ii. Workers’ compensation as required under the Workers’ Compensation and Safety Act of the State of California, as amended from time to time for WORK SITE’s employees only (not PARTICIPANTS).
- 6.2 The WORK SITE shall indemnify and hold harmless CUSTOMER and FOUNDATION, its elected and appointed councils, boards, commissions, officers, agents, and employees from any liability, including attorneys’ fees, for damage or claims for damage for any economic loss or personal injury, including death, as well as for property damage, to the extent caused by intentional or negligent acts or omissions in the performance of services rendered under this Agreement.

6.3 WORK SITE shall be liable for and shall indemnify, defend and hold both CUSTOMER and the Foundation for California Community Colleges harmless against any costs, expenses, claims, suits, judgments, loss or damage (including reasonable attorneys' fees) arising from any and all wage and hour violations or breach of any labor and employment laws due to the fault, willful misconduct, or negligence of the WORK SITE.

7. Notices

7.1 All notices and other communications required or permitted to be given under this agreement, including but not limited to any notice of change of address, must be directed to the following individuals:

CUSTOMER:

Charles Eason
Statewide Director Business and Entrepreneurship
Solano Community College
4000 Suisun Valley Road, Room 151
Fairfield, CA 94534
(707) 863-7846
charles.eason@solano.edu

WORK SITE:

[INSERT INFORMATION]

FOUNDATION

Workforce Development
Foundation for California Community Colleges
1102 Q Street, Suite 4800
Sacramento, CA 95811
916-498-6723
careercatalyst@foundationccc.org

The parties each represent and warrant that the signatories below are authorized to sign this agreement on behalf of themselves or the party on whose behalf they execute this agreement.

THE PARTIES HEREBY EXECUTE THIS AGREEMENT with their signature below.

CUSTOMER

WORK SITE

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

**ATTACHMENT A to Job Site
Agreement TRAINING OUTLINE:**

Job Site Name: []

Total Weeks / Hours: []

Total hours authorized per week: []

Hourly compensation: \$[]

Job Site contact person & phone number: []

Scheduled date of completion: []

SPECIFICS SKILLS TRAINING OUTLINE:

CORE SKILL COMPETENCIES/INDICATORS:

JOB TITLE AND DETAILED DESCRIPTION:

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

TO: Members of the Governing Board

**SUBJECT: AFFILIATION AGREEMENT BETWEEN SOLANO
 COMMUNITY COLLEGE AND MEDIC AMBULANCE,
 VALLEJO, CALIFORNIA**

REQUESTED ACTION:

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

SUMMARY:

An affiliation agreement between Solano Community College District and Medic Ambulance, 506 Couch Street, Vallejo, California 94590, is being presented for review and approval by the Governing Board. The approval of this agreement benefits the emergency medical technician program at Solano Community College by providing students with an ambulance facility in which to practice, as required by pertinent national, state, and local licensing and/or certification entities. 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 Medic Ambulance, 506 Couch Street, Vallejo, California 94590.

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>
---------------------------	---------------------------	--

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
 April 7, 2021

**DATE SUBMITTED TO
 SUPERINTENDENT-PRESIDENT**

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

April 21, 2021

**DATE APPROVED BY
 SUPERINTENDENT-PRESIDENT**

AFFILIATION AGREEMENT

THIS AFFILIATION AGREEMENT is made between the Medic Ambulance (Medic) company (“Company”) and Solano Community College (the “School”) set out on the signature page of this Agreement.

WHEREAS, School is a program which offers a program of instruction leading to certification or licensure of its students as Emergency Medical Technician, and other, similar health care and pre-hospital providers (“Students”);

WHEREAS, As a part of the licensing and/or certification requirements, Students must complete a course of study including clinical experience (“Clinical Experience”) on an ambulance providing the appropriate level of care and operating in normal service;

WHEREAS, Company is a provider of emergency medical service, including advanced life support, critical care transport, and basic life support pre-hospital care and transport;

WHEREAS, Company has agreed to assist School by providing a limited Clinical Experience for Students, upon certain terms and conditions, so long as its participation in the program does not jeopardize patient care or compromise Company’s standards of service to its patients and clients.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. TERM.

1.1. Commencement Date. This Agreement shall become effective when signed by all of the parties and completion of the written approval and certification contemplated in paragraphs 2.2, 2.3, and 2.4. This Agreement shall be for a term of Twenty-four (24) months from the effective date (“Effective Date”) as set forth on the signature page. Any renewal shall be set forth in writing signed by the parties.

1.2. Termination. This Agreement may be terminated by either party, with or without cause, upon thirty (30) days written notice to the other party as provided herein.

2. RIGHTS AND OBLIGATIONS OF SCHOOL.

2.1. School’s Accreditation. School shall maintain a qualified educational program for Students designed to provide a smooth transition into licensure/certification of Students as Emergency Medical Technicians or other similar pre-hospital health care providers. School’s program shall include programming, administration, matriculation, promotion, and graduation and shall be approved or accredited by relevant licensing/certifying agencies in the state(s) and county(ies) in which School

resides and in which the program contemplated herein is to operate.

2.2. Approval by Licensing/Certifying Agency(ies).

School shall secure from all relevant licensing/certifying agencies written approval for the Clinical Experience program contemplated herein and shall maintain such approval throughout the course of the program. School shall provide Company with a copy of the written approval and applicable guidelines or protocols applicable to the program before assigning a Student to the Clinical Experience program, if requested.

2.3. Student Licensure/ Certification.

School shall ensure that each Student enrolled in the clinical program is compliant with any licensure certification required for participation in this program, which may include, but is not limited to state CPR credential or any provisional licensure/ certification. School shall provide Company with a copy of the requisite licensure and or certification for any Student enrolling in the Clinical Experience before the Student is allowed to participate in the program unless the licensing/ certifying agencies advise School and Company, in writing, that licensure/certification is not required and the Clinical Experience program is approved under all applicable, or potentially applicable, laws and regulations, if requested.

2.4. Approval by Doctor or Agency Having Medical Control.

If applicable, School will secure from the doctor or agency having medical control in the county(ies) in which the program will operate written approval for the Clinical Experience. Such written approval shall, at a minimum, define the scope of practice and required supervision of any Student participating in the course of clinical education. School will provide Company with a copy of the approval contemplated in this paragraph before assigning any Student to the clinical program, if requested.

2.5. Records.

School will keep and maintain accurate records for all Students participating in the Clinical Experience. The records will include the Student’s transcript, licensure or certification, temporary license or certification (if applicable), pre-assessment health record, and record of history vaccination/ immunization as set forth in paragraph 2.8 hereof. School will maintain the records for a period of at least four (4) years (or any greater period as may be required by applicable) from the date Student completes or ceases to participate in, the Clinical Experience contemplated herein.

2.6. List of Participants, Qualifications, Objectives and Representations.

School will notify Company at

AFFILIATION AGREEMENT

least fourteen (14) days prior to the inception of a course of Clinical Experience of the names, qualifications and performance objectives for each Student scheduled to begin their Clinical Experience. Inclusion by School of a Student's name on this list is School's representation that the Student possesses the necessary skills, licensure/certification and immunizations to engage in the Clinical Experience. The School shall comply with any requirements or procedures that Company requires regarding documentation to verify the Student's qualifications for the Clinical Experience.

- 2.7. Company Rules and Regulations.** School will use all reasonable efforts to cause Students to comply with Company's policies, procedures, work rules and regulations, including preservation of the confidentiality of patient care and patient care records. School will, prior to allowing a Student to participate in the Clinical Experience, review patient confidentiality as well as the Company's policies, procedures, work rules and regulations with Student and secure Student's Agreement to abide by all such rules and regulations.
- 2.8. Pre-assignment Health Assessment.** School will cause Student to complete a pre-assignment health assessment, at Student's expense, which includes, but is not limited to: history of communicable diseases and immunizations, proof of tetanus vaccination or immunization, proof of Hepatitis B vaccination, proof of MMR titer or vaccination, varicella titer or vaccination, respiratory certification by an advanced practitioner and PPD test. School will provide proof of satisfactory completion/ vaccination to Company upon request. Inclusion of a Student's name on the list referenced in paragraph 2.6 is School's representation that Student has completed the pre-assignment assessment and is physically able to perform the tasks associated with the program.
- 2.9. OSHA Compliance.** Prior to allowing Student to enroll in the course of clinical experience, School will educate and train Student in compliance with all relevant and required OSHA regulations, including, but not limited to, Blood-borne Pathogens Standard and TB Standard.
- 2.10. Personal Protective Equipment.** School shall provide Student with all necessary personal protective equipment, including fitting, as is, or may be, required by OSHA or other regulatory agency as required in locale of Company prior to assignment to the Clinical Experience. Such equipment may include: safety glasses or face shields and particulate respirators. School recognizes and will inform Student that this equipment must be in possession of the Student as a condition of their participation in the program. Failure to possess and use the required OSHA equipment will result in Student's dismissal from the program.

a condition of their participation in the program. Failure to possess and use the required OSHA equipment will result in Student's dismissal from the program.

- 2.11. Assistance in Obtaining Signatures and Compliance.** School recognizes that its Students have certain obligations and will be required to execute certain documentation in order to be eligible to participate in the program. School shall assist Company in obtaining any necessary signatures and ensuring Student compliance with Company rules and this Agreement including, but not limited to, those contained in part 3 of this Agreement.
- 2.12. Evaluation of Performance.** School, in conjunction with Company personnel, is responsible for and shall make arrangements for evaluating Student's performance during the clinical program.
- 2.13. Minimum Age of Participants.** School and Company will only allow Students that are at least eighteen (18) years of age to participate in this program. Inclusion of a Student's name on the list referenced in paragraph 2.6 is School's representation that Student is at least eighteen years of age.

3. STUDENT OBLIGATIONS AND REQUIREMENTS.

- 3.1. Release.** Student will, prior to participating in the clinical experience, read, understand and sign Company's internal ride-along waiver releasing Company from any and all liability and/or responsibility arising out of Student's participation in the Clinical Experience. This release of claims must be executed and on file with the Company prior to Student participation in the program. The release is a condition precedent to Student's participation in the clinical experience, and no Student will be permitted in a Company vehicle without having signed the release. The release is attached hereto and made a part hereof as Exhibit A.
- 3.2. Pre-assignment Health Assessment.** Student shall complete a pre-assignment health assessment as set forth in paragraph 2.8 hereof.
- 3.3. Company Rules and Patient Confidentiality.** Student shall comply with Company's procedures, policies, rules and regulations, including maintenance of patient and records confidentiality. Students, while participating in the clinical program, on Company property or in a Company vehicle, must meet all standards of appearance and conduct required by Company of its own employees. Student shall comply with all applicable OSHA rules or regulations. Student shall have in their possession at all times when on board a Company vehicle personal protective equipment and

AFFILIATION AGREEMENT

use such equipment when, and where designated by Company personnel. Any information generated as a result of the activities set forth in this Agreement, including information regarding patients or business activities of Medic, as well as any information regarding the students and their performance or the Training Program itself, shall remain confidential. Students will be required to sign an acknowledgment of their understanding of the mandates for confidentiality as imposed by the US Health Insurance Portability and Accountability Act of 1996 (HIPAA); the U.S. Privacy Act of 1974, and any applicable state laws.

- 3.4. Student Intern Agreement.** Student will read and execute the student intern agreement. Execution of the student intern agreement is a condition precedent to participation in the Clinical Experience program. The student intern agreement is attached hereto and made a part hereof as Exhibit A.

4. COMPANY RIGHTS AND OBLIGATIONS.

- 4.1. Company Rules.** Company requires Students, while participating in the clinical program, on Company property or in a Company vehicle, to meet all standards of appearance and conduct required by Company of its own employees. Company reserves the right to refuse to allow any Student to participate in the clinical program for failure to comply with Company standards.
- 4.2. Student's Skill Level.** Company reserves the right to discontinue Student's participation in the program should Company, in its sole discretion, determine that Student's skill level is substandard. Company will immediately advise School of any such concerns or situations.
- 4.3. Orientation Program.** Company may require Student to attend an orientation program designed to orient Student to Company's rules regulations and policies prior to beginning their Clinical Experience. The details and procedures for the orientation program shall be in the Company's sole discretion.
- 4.4. Company's Control of Patient Care.** Company reserves the right to determine where, when, and if Student may participate in the provision of care to its patients. Company will endeavor to utilize Student, and allow them to utilize as many of their skills in as many situations as possible. However, patient care is paramount, and Student shall follow Company's instructions with respect to the provision of patient care.
- 4.5. Right to Control Participation.** Company reserves the right to refuse to allow any Student to participate

in the provision of care at the scene of an emergency where, in Company's sole discretion, permitting Student to participate would endanger the Student, a patient or an employee of Company or otherwise be inappropriate.

- 4.6. Student Evaluations.** Company will cooperate with School in performing evaluations of Student's clinical experience.
- 4.7. Provision of Clinical Experience.** Company will provide a Clinical Experience for the School's Students in compliance with the guidelines, protocols, scope of practice provided by the licensing/ certifying agency and in accordance with the instructions of the Doctor or Agency having Medical Control. The number of Students that Company accepts into the Clinical Experience shall be determined in the Company's sole and absolute discretion.

5. INDEMNIFICATION

- 5.1. Indemnity for Third Party Claims.** School will save, defend, indemnify and hold harmless Company, its officers, employees, agents, affiliates, and representatives from any and all claims, suits, costs and actions arising out of the provision of the Clinical Experience. This indemnity shall survive and remain enforceable after the expiration or termination of this Affiliation Agreement, provided however, that this indemnity is not intended to cover claims against Company arising solely out of Company's own negligence or intentional conduct.
- 5.2. Indemnity for Student Claims.** School will save, defend, indemnify and hold harmless Company, its officers, employees, agents, affiliates, and representatives of and from any claims, suits, costs, and actions brought by any Student, or their heirs, against Company arising out of their participation in this program or by any patient claiming that the negligence of Student caused, compounded or exacerbated their injuries. This indemnity shall survive and remain enforceable after the expiration or termination of this Affiliation Agreement; provided, however, that this indemnity is not intended to cover claims against Company arising solely out of Company's own negligence or intentional conduct.
- 5.3. Scope of Indemnification.** School will save defend, indemnify and hold harmless Company, its officers, employees, agents, affiliates, and representatives of and from all potential claims, actions, risks, and costs incurred related to, or resulting from, the Students' participation in the Clinical Experience program and Students' exposure to the pre-hospital environment including actions brought by patient s/clients of

AFFILIATION AGREEMENT

Company where it is alleged that Students participation adversely impacted a patient/ client outcome or condition. The risks include, but are not limited to, automobile accidents, assault, and injury from lifting, high speed driving, exposure to infectious/contagious diseases such as hepatitis, HIV, TB, malpractice and measles. This indemnity shall survive and remain enforceable after the expiration or termination of this Affiliation Agreement, provided however, that this indemnity is not intended to cover claims against Company arising solely out of Company's own negligence or intentional conduct.

5.4. Defense Obligation. In any action in which School is obligated to provide Company with a defense, School shall at its cost and expense, fully and diligently defend Company against any claims brought, investigations undertaken or actions filed which concern claims for which Company is entitled to indemnification under paragraphs 5.1, 5.2, and 5.3.

6. INSURANCE.

6.1. Professional Medical Liability and General Liability Coverage. School will maintain Professional Medical Liability and General Liability coverage of not less than one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000) aggregate. Coverage must specifically cover Students in the Clinical Experience working under this Agreement and within the course of their training and education during this program. School will name Company as an Additional Insured under the policy and include an indemnification provision, by endorsement, to be attached to the certificate of insurance. School will provide Company with written verification of coverage in the form of a certificate of insurance, which will be attached to this Agreement. School covenants to keep the required insurance in force and effect through the term of this Agreement and maintain tail coverage for five (5) years thereafter if the coverage was a "claims made" policy.

6.2. Endorsement for Student Activities. School assures Company that all coverage of insurance required herein includes specific provisions and/or endorsements to include Students within School's Medical Liability and General Liability coverage for all activities conducted under this program.

6.3. Coverage for Student Injuries. School recognizes that Students are NOT covered by Company's Workers Compensation Insurance or Self-Insured Program. School represents and warrants that it will maintain, or ensure that its Students are covered, for bodily injury and disease should any Student be injured or become ill during the course of their Clinical Experience. School will provide Company with written verification of

insurance coverage in the form of a certificate of insurance which will be attached to this Agreement.

6.4. Amount of Coverage Not a Limitation. The amount of insurance required hereunder shall not limit School's liability nor relieve School of any obligation hereunder.

6.5. Minimum Qualifications of Insurer. Any policies of insurance shall be maintained with insurance companies: (i) holding a "General Policyholder's Rating" of AIV or better, as set forth in the most current issue of "Best's Insurance Guide," or comparable rating from reputable rating organizations; (ii) licensed to operate and sell insurance in the state in which the Clinical Experience will occur; and (iii) in good standing and admitted, if applicable, with the state's Department of Insurance or other similar regulatory agency in the state in which the Clinical Experience will occur.

7. NOTICES.

7.1. Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated: (a) by personal delivery, when delivered personally; (b) by overnight courier, upon written verification of receipt; (c) by facsimile transmission, upon acknowledgment of receipt of electronic transmission; or (d) by certified or registered mail, return receipt requested, upon verification of receipt. Notice shall be sent to the following addresses:

If to School:

**Brian Bower
EMS Program Director
Solano Community College
4000 Suisun Valley Rd.
Fairfield, CA 94534**

If to Company:

**Jimmy Pearson
President/COO
Medic Ambulance COO
506 Couch Street
Vallejo, CA 94590**



AFFILIATION AGREEMENT

8. TUITION

8.1. Tuition. Tuition is set by school for emergency medical technician.

9. SCOPE OF CLINICAL EXPERIENCE

9.1. Scope of Clinical Experience. The specific scope of the Clinical Experience that the Company shall provide will be set forth in Exhibit B.

10. MISCELLANEOUS.

10.1. Miscellaneous. This Agreement (including the Schedules hereto): (a) constitutes the entire Agreement between the parties with respect to the subject matter hereof, superseding all prior oral or written agreements with respect thereto; (b) may be amended only by written instrument executed by both parties; (c) may not be assigned by either party without the written consent of the other party, such consent not to be unreasonably withheld; (d) shall be binding on and inure to the benefit of the parties hereto and their respective successors and permitted assigns; (e) shall be interpreted and enforced in accordance with the laws of the State of the principal office of the School, without regard to the conflict of laws provisions thereof, and the federal laws of the United States applicable therein; (f) this Agreement may be executed in several counterparts (including by facsimile), each of which shall constitute an original and all of which, when taken together, shall constitute one Agreement; and (g) this Agreement shall not be effective until executed by both parties. In the event of a disagreement between this Agreement and any Schedule hereto, the terms of this Agreement shall govern.

11. OTHER.

11.1. Compliance with Laws. The parties will comply in all material respects with all applicable federal and state laws and regulations including, the Federal Anti-Kickback Statute.

11.2. Compliance Program and Code of Conduct. Medic has made available to the School a copy of its Code of Conduct, Anti-kickback policies and other compliance policies, as may be changed from time-to-time, at Medic's website (www.medicambulance.net) and the School acknowledges receipt of such documents. Medic warrants that its personnel shall comply with Medic's compliance policies, including training related to the Anti-kickback Statute

11.3. Non-Exclusion. Each party represents and certifies that neither it nor any practitioner who orders or provides Services on its behalf hereunder has been convicted of any conduct that constitutes grounds for mandatory exclusion as identified in 42 U.S.C. § 1320a-7(a). Each party further represents and certifies that it is not ineligible to participate in Federal health care programs or in any other state or federal government payment program. Each party agrees that if DHHS/OIG excludes it, or any of its practitioners or employees who order or provide Services, from participation in Federal health care programs, the party must notify the other party within five (5) days of knowledge of such fact, and the other party may immediately terminate this Agreement, unless the excluded party is a practitioner or employee who immediately discontinues ordering or providing Services hereunder.



AFFILIATION AGREEMENT

IN WITNESS WHERE OF, the parties have hereto executed this Agreement effective this 22nd day of April, 2021.

Medic Ambulance (Medic)

X

Jimmy Pierson
President/COO

Solano Community College (SCC)

X

Dr. Celia Esposito-Noy
Superintendent/President

This Page Intentionally Left Blank



AFFILIATION AGREEMENT

Exhibit A Student Intern Agreement and Release

Student is enrolled in a course of study at **Solano Community College** ("School") designed to enable Student become a licensed/ certified Emergency Medical Technician, or other similar pre-hospital healthcare provider. As part of the curriculum, Student has enrolled in the Clinical Experience, which is offered through the School, with Company's assistance. The Clinical Experience involves:

1) Student's performing acquired pre-hospital skills alongside Company's personnel; and, 2) accompanying and observing the Company's personnel providing emergency and non-emergency ambulance transport, care, and related services.

Student has asked to participate in Clinical Experience, knowing that participation will require Student to accompany Company personnel in dangerous and potentially life-threatening situations. Student realizes that Company could not, and would not, allow Student to accompany its personnel without his/her Agreement to: (i) release the Company from any and all claims for injury or death which may result from Student's participation in the program; (ii) assume the risk of death or injury associated with the Clinical Experience; (iii) agree to read, understand and follow Company's policies, procedures and guidelines; (iv) act in a professional and respectable manner at all times; and follow the instruction/ direction of Company personnel with respect to patient care, demeanor, safety, use of personal protective devices, scene control, etc.

Student understands that he or she is exposing himself or herself to certain risks inherent in the activities associated with the Clinical Experience. Student hereby represents that he or she **AGREES TO ASSUME THE RISKS INHERENT IN THE ACTIVITY.** These risks include, but are not limited to, being hurt or injured: (1) by broken glass (or other scene hazards) including various cuts about the head, face, eyes, hands, legs, and torso; (2) by exposure to tetanus or contagious diseases such as the Hepatitis B virus and the Human Immunodeficiency Virus ("HIV"); (3) injury due to gurney lifts and or drops; (4) injury from slip and fall type incidents; (5) various strains and/ or sprains to one and/ or all muscle groups; (6) risks associated with emergency vehicle operation; and (7) risks at the scene of emergencies including assault and battery.

In consideration of Company's Agreement to provide the Clinical Experience to Student, Student agrees to release and forever discharge Company and its agents, employees

affiliates, successors, and assigns of and from all claims, demands, suits, injuries, or damages of any kind arising in any way out of the participation in this program.

Student further agrees to: (i) follow Company's policies, procedures and work rules; (ii) follow Company's instruction and direction with respect to patient care, safety, personal protection; and abide by Company rules and direction. Student understands that failure to follow the Company direction may result, in Company's sole discretion, in his/her expulsion from the Clinical Experience program.

The School shall require its students to complete a Criminal Offenders Record Information ("CORI") check. By virtue of this Agreement, the School assures Medic that it found no information that would, in accordance with the provisions of state EMS regulations, preclude the Student from the duties of an EMS provider.

The relationship of field internship Student and Medic is that of a student being provided an educational experience by Medic and such activity shall in no way be construed as creating any other relationship, including an employment relationship. The Student shall receive no compensation from Medic for activities during the internship.

Medic has made available to the Student a copy of its Code of Conduct, Anti-kickback policies, and other compliance policies, as may be changed from time-to-time, at Medic's website, located at: www.medicambulance.net, and the Student acknowledges receipt of such documents. Medic warrants that its personnel shall comply with Medic's compliance policies, including training related to the Anti-kickback Statute

The Student represents and certifies that he/she has not been convicted of any conduct identified on Schedule "A." The Student further represents and certifies that he/she is not ineligible to participate in Federal health care programs or in any other state or federal government payment program, as provided on Schedule A or otherwise. The Student understands that if DHHS or OIG excludes he/ she, from participation in Federal health care programs, he/she party must notify the other party within 5 days of knowledge of such fact, and Medic may immediately terminate the Agreement.



AFFILIATION AGREEMENT

Student certifies that he/she is at least eighteen (18) years old and is an adult with full legal authority to execute this release.

By signing this document, you acknowledge that you have been advised that there are risks inherent in this type of activity and have decided to assume that risk and release Medic of and from all liability. You agree to release Medic from any claims associated with the event and that you, not Medic, are assuming complete and total responsibility for and any and all injuries, damages, or losses that you may suffer as a result of participating in the Clinical Experience Program.

I agree to all terms set forth above.

X		
<table style="width: 100%; border: none;"> <tr> <td style="width: 60%; border: none;">Name</td> <td style="width: 40%; border: none;">Date</td> </tr> </table>	Name	Date
Name	Date	

Attachment "A"

Overview of law regarding exclusion from Medicare and State Health Care Programs 42 U.S.C. 1320a-7

(a) Mandatory exclusion. The Secretary shall exclude the following individuals and entities from participation in any Federal health care program (as defined in section 1320a-7b(t) of this title):

(1) Conviction of program-related crimes. Any individual or entity that has been convicted of a criminal offense related to the delivery of an item or service under subchapter XVIII of this chapter or under any State health care program.

(2) Conviction relating to patient abuse. Any individual or entity that has been convicted, under Federal or State law, of a criminal offense relating to neglect or abuse of patients in connection with the delivery of a health care item or service.

(3) Felony conviction relating to healthcare fraud. Any individual or entity that has been convicted for an offense that occurred after August 21, 1996, under Federal or State law, in connection with the delivery of a health care item or service or with respect to any act or omission in a health care program (other than those specifically described in paragraph (1)) operated by or financed in whole or in part by any Federal, State, or local government agency, of a criminal offense consisting of a felony relating to fraud, theft, embezzlement, breach of fiduciary responsibility, or other financial misconduct.

(4) Felony conviction relating to controlled substance. Any individual or entity that has been convicted for an offense which occurred after August 21, 1996, under Federal or State law, of a criminal offense consisting of a felony relating to the unlawful manufacture, distribution, prescription, or dispensing of a controlled substance.

(b) Permissive exclusion. The Secretary may exclude individuals and entities from participation in any Federal health care program. These Permissive Exclusions are for misdemeanors of the above (see 42 USC 1320a-7(b)(1-15)) offenses plus other infractions that shall be determined on an individual case-by-case basis.

(NOTE: the DHHS and OIG list of excluded individuals/entities is available through the Internet at <http://www.hhs.gov/oig>).



AFFILIATION AGREEMENT

Exhibit B Scope of Clinical Experience

Emergency Medical Technician

Insert Certificate of Insurance Coverage Here

SAAS SERVICES ORDER FORM

Customer: Solano College	Contact: David Williams
Address: 4000 Suisun Valley Road	Phone: (707) 864-7117
Fairfield, CA 94534	E-Mail: david.williams@solano.edu
Services: Tassel Software platform for Guided Pathways program support (the “Service(s)”).	
Services Fees: \$ 24,000, payable in advance, subject to the terms of Section 4 herein.	Initial Service Term: 8.5 months for a period of April 15, 2021 through December 30, 2021.
Implementation Services: Company will use commercially reasonable efforts to provide Customer the services described in the Statement of Work (“SOW”) attached as Exhibit A hereto (“Implementation Services”), and Customer shall pay Company the Implementation Fee in accordance with the terms herein.	

SAAS SERVICES AGREEMENT

This SaaS Services Agreement (“Agreement”) is entered into on this 15th day of April, 2021 (the “Effective Date”) between **Tassel Software, Inc.** with a place of business at 2150 Ortega Street San Francisco, CA 94122 (“Company”), and the Customer listed above (“Customer”). This Agreement includes and incorporates the above Order Form, as well as the attached Terms and Conditions and contains, among other things, warranty disclaimers, liability limitations and use limitations. There shall be no force or effect to any different terms of any related purchase order or similar form even if signed by the parties after the date hereof.

Tassel Software, Inc. :

Solano College :

By: _____

By: _____

Name: _____

Name: David Williams, Ph.D.

Title: _____

Title: Vice President, Academic Affairs

TERMS AND CONDITIONS

1. SAAS SERVICES AND SUPPORT

1.1 Subject to the terms of this Agreement, Company will use commercially reasonable efforts to provide Customer the Services [in accordance with the Service Level Terms attached hereto as Exhibit B]. As part of the registration process, Customer will identify an administrative user name and password for Customer's Company account. Company reserves the right to refuse registration of, or cancel passwords it deems inappropriate.

1.2 Subject to the terms hereof, Company will provide Customer with reasonable technical support services in accordance with the terms set forth in Exhibit C.

2. RESTRICTIONS AND RESPONSIBILITIES

2.1 Customer will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services ("Software"); modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by Company or authorized within the Services); use the Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third; or remove any proprietary notices or labels.

2.2 Customer represents, covenants, and warrants that Customer will use the Services only in compliance with Company's standard published policies then in effect (the "Policy") and all applicable laws and regulations. [Customer hereby agrees to indemnify and hold harmless Company against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of the foregoing or otherwise from Customer's use of Services.] Although Company has no obligation to monitor Customer's use of the Services, Company may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

2.3 Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "Equipment"). Customer shall also be responsible for maintaining the security of the Equipment, Customer account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer account or the Equipment with or without Customer's knowledge or consent.

3. CONFIDENTIALITY; PROPRIETARY RIGHTS

3.1 Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information of Company includes non-public information regarding features, functionality and performance of the Service. Proprietary Information of Customer includes non-public data provided by Customer to Company to enable the provision of the Services ("Customer Data"). The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after five (5) years following the disclosure thereof or any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law.

3.2 Customer shall own all right, title and interest in and to the Customer Data[, as well as any data that is based on or derived from the Customer Data and provided to Customer as part of the Services] Company shall own and retain all right, title and interest in and to (a) the Services and Software, all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with Implementation Services or support, and (c) all intellectual property rights related to any of the foregoing.

3.3 [Notwithstanding anything to the contrary, Company shall have the right collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and Company will be free (during and after the term hereof) to (i) use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Company offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business.] No rights or licenses are granted except as expressly set forth herein.

4. PAYMENT OF FEES

4.1 Customer will pay Company the then applicable fees described in the Order Form for the Services and Implementation Services in accordance with the terms therein (the "Fees"). Company reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Service Term or then-current renewal term, upon thirty (30) days prior notice to Customer (which may be sent by email). If Customer believes that Company has billed Customer incorrectly, Customer must contact Company no later than 60 days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Company's customer support department.

4.2 Company may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Company thirty (30) days after the mailing date of the invoice. Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection and may result in immediate termination of Service. Customer shall be responsible for all taxes associated with Services other than U.S. taxes based on Company's net income.

5. TERM AND TERMINATION

5.1 Subject to earlier termination as provided below, this Agreement is for the Initial Service Term as specified in the Order Form.

5.2 In addition to any other remedies it may have, either party may also terminate this Agreement upon sixty (60) days' notice, if the other party materially breaches any of the terms or conditions of this Agreement. Customer will pay in full for the Services up to and including the last day on which the Services are provided. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

6. WARRANTY AND DISCLAIMER

Company shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Implementation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company's reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, COMPANY DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE

OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES AND IMPLEMENTATION SERVICES ARE PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

7. INDEMNITY

Company shall hold Customer harmless from liability to third parties resulting from infringement by the Service of any United States patent or any copyright or misappropriation of any trade secret, provided Company is promptly notified of any and all threats, claims and proceedings related thereto and given reasonable assistance and the opportunity to assume sole control over defense and settlement; Company will not be responsible for any settlement it does not approve in writing. The foregoing obligations do not apply with respect to portions or components of the Service (i) not supplied by Company, (ii) made in whole or in part in accordance with Customer specifications, (iii) that are modified after delivery by Company, (iv) combined with other products, processes or materials where the alleged infringement relates to such combination, (v) where Customer continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (vi) where Customer's use of the Service is not strictly in accordance with this Agreement. If, due to a claim of infringement, the Services are held by a court of competent jurisdiction to be or are believed by Company to be infringing, Company may, at its option and expense (a) replace or modify the Service to be non-infringing provided that such modification or replacement contains substantially similar features and functionality, (b) obtain for Customer a license to continue using the Service, or (c) if neither of the foregoing is commercially practicable, terminate this Agreement and Customer's rights hereunder and provide Customer a refund of any prepaid, unused fees for the Service.

8. LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, COMPANY AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR

TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND COMPANY'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY CUSTOMER TO COMPANY FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. MISCELLANEOUS

If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sublicensable by Customer except with Company's prior written consent. Company may transfer and assign any of its rights and obligations under this Agreement without consent. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Company in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. This Agreement shall be governed by the laws of the State of [California] without regard to its conflict of laws provisions. [The parties shall work together in good faith to issue at least one mutually agreed upon press release within 90 days of the Effective Date, and Customer otherwise agrees to reasonably cooperate with Company to serve as a reference account upon request.]

EXHIBIT A

Statement of Work

Program map configuration support for Solano College Pathways system

- Tassel team will provide implementation services to configure the program maps to the Tassel product for up to 140 program maps that cover Associates degrees and Certificate of Achievement programs. The Tassel team will develop the first iteration of each of the program maps for review by Solano College Guided Pathways team.
- Tassel team will schedule and meet 1:1 with Faculty and college counselors of designated areas of interest to review program maps constructed by Tassel team. Designated areas of interest would relate to a department or areas of interest groups identified in guided pathways work. Each meeting should review 5-10 program maps for changes as per faculty consultation. A minimum of 2 meetings per area of interest team are required. David Williams will help identify and introduce Tassel team to each faculty member or counselor needed.
- Tassel will coordinate with David Williams and schedule 2 review meetings one in the Spring 2021 semester and one in the early Fall 2021 for each of the 140 maps developed. The attendees will be Faculty and College counselors and the goal will be to record feedback in order to iterate and improve mappings for an approved. Dates will be coordinated with David Williams to accommodate scheduling and faculty availability

Curriculum system synchronization

- Tassel team will request a csv formatted feed to from Solano Curriculum management system to standardize import to the Tassel course catalog from Solano college IT team. David Williams will identify IT resources to collaborate with on this task and obtain approval from IT organization.
- Tassel team will request a csv formatted feed for 2 academic years of course schedules to load to semester schedule builder in order to validate program map semester suggestions. Dr Williams will identify IT resources to collaborate with on this task and obtain approval from IT organization.

Schedule

Work Activities	Effort (hours)	Timelines	Fees
Program map configuration support for Solano College Pathways system	240	Work to commence April 15 2021 and complete by September 30, 2021	Included in service
Curriculum system synchronization	20	Work to commence April 15 2021 and complete by September 30, 2021	Included in service
Course Scheduling support	40	Work to commence April 15 2021 and complete by September 30, 2021	Included in service
Total	300		Included in service

DRAFT

EXHIBIT B

Service Level Terms

The Services shall be available 99%, measured monthly, excluding holidays and weekends and scheduled maintenance. If Customer requests maintenance during these hours, any uptime or downtime calculation will exclude periods affected by such maintenance. Further, any downtime resulting from outages of third party connections or utilities or other reasons beyond Company's control will also be excluded from any such calculation. Customer's sole and exclusive remedy, and Company's entire liability, in connection with Service availability shall be that for each period of downtime lasting longer than four hours, Company will credit Customer 2% of Service fees for each period of 30 or more consecutive minutes of downtime; provided that no more than one such credit will accrue per day. Downtime shall begin to accrue as soon as Customer (with notice to Company) recognizes that downtime is taking place, and continues until the availability of the Services is restored. In order to receive downtime credit, Customer must notify Company in writing within 24 hours from the time of downtime, and failure to provide such notice will forfeit the right to receive downtime credit. Such credits may not be redeemed for cash and shall not be cumulative beyond a total of credits for one (1) week of Service Fees in any one (1) calendar month in any event. Company will only apply a credit to the month in which the incident occurred. Company's blocking of data communications or other Service in accordance with its policies shall not be deemed to be a failure of Company to provide adequate service levels under this Agreement.

DRAFT

EXHIBIT C

Support Terms

Company will provide Technical Support to Customer via both telephone and electronic mail on weekdays during the hours of 9:00 am through 5:00 pm Pacific time, with the exclusion of Federal Holidays (“**Support Hours**”).

Customer may initiate a helpdesk ticket during Support Hours by calling 415-418-0515 or any time by emailing irv@tasselsoftware.com.

Company will use commercially reasonable efforts to respond to all Helpdesk tickets within one (1) business day.

DRAFT

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

TO: Members of the Governing Board

**SUBJECT: EXTENSION OF CHANCELLOR'S OFFICE STATEWIDE
DIRECTOR BUSINESS & ENTREPRENEURSHIP GRANT**

REQUESTED ACTION:

Information OR Approval
 Consent OR Non-Consent

SUMMARY:

Board approval is requested to approve an extension and augmentation of the existing California Community Colleges Chancellor's Office Statewide Director Business and Entrepreneurship grant. Due to a restructure of the Chancellor's Office Workforce and Economic Development Program which will take effect January 1, 2022, there is a need to extend the current grants by 90 days to cover the gap in funding from Oct – Dec 2021. An augmentation of \$50,000 is being provided to all the Statewide Director grants to cover salaries and benefits during this 90-day extension. The grant total is increased to \$350,000 and the term of the grant is extended to July 1, 2020 through December 31, 2021.

Attached is a copy of the proposed grant extension and augmentation amendment.

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: \$50,000 Grant Revenue

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

April 9, 2021

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

April 21, 2021

**GRANT AGREEMENT
AMENDMENT**

Board of Governor's, California Community Colleges Chancellor's Office - 6870	DISTRICT USE ONLY	
	District (Grantee): <u>Solano CCD</u>	
	College: <u>N/A</u>	

Contract (Grant) Agreement-Amended	BOG-CCCCO USE ONLY	
AMENDMENT # 1	Grant Agreement No.: 20 - 159 - 001	
Workforce and Economic Development Division		
Statewide Director - Business & Entrepreneurship		
	Prior Amount Encumbered : \$	300,000
	Amount To Be Augmented : \$	50,000
	Total Amount Encumbered : \$	350,000

The California Community Colleges Chancellor's Office, on behalf of the Board of Governors for California Community Colleges and Solano Community College District hereby agree to amend this grant agreement as follows:

- * Performance in the funding period of July 1, 2020 through September 30, 2021 shall be extended through December 31, 2021. The Final Report must be submitted within 30 days after the new end date.

All other terms and conditions remain the same.

GRANTEE

Project Director: Charles Eason	Total Grant Funds: \$ <u>350,000</u>
Signature, Chief Executive Officer (or authorized Designee)	
	Date:
Print Name/Title of Person Signing:	District Address: 4000 Suisun Valley Rd
Dr. Celia Esposito-Noy/Superintendent President	Fairfield, CA 94534-3197

STATE OF CALIFORNIA

Project Monitor:	Agency Address: 1102 Q Street, Suite 4400
Sean McCobb	Sacramento, CA 95811-6539

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	2020	2020-2021	\$ 300,000
6870	- 101	- 0001	- 5675119	- 203	- 3235	- 5432000	- 29	2018	2018-2019	\$ 50,000
6870	-	-	-	-	-	-	-			
6870	-	-	-	-	-	-	-			
6870	-	-	-	-	-	-	-			
6870	-	-	-	-	-	-	-			
Total Amount Encumbered : \$										350,000

Signature, Accounting Manager (or Authorized Designee) Budgeted funds are available for the period and purpose of the expenditures stated above.

Date:

Signature, Deputy Chancellor (or authorized Designee)

Date:

Print Name/Title of Person Signing:
Dr. Daisy Gonzales, Deputy Chancellor