

**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**

**Out of Class Assignment**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Effective</u></b>
Simerjeet Kaur	Admissions & Records Analyst	03/01/21 – 04/30/21 Revised

**Short-Term/Temporary/Substitute**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Fund/Grant Name</u></b>	<b><u>Effective</u></b>	<b><u>Amount</u></b>
LaVonne Slaton	AON Apprenticeship Program Coordinator	Perkins V	06/14/21 – 06/30/21	\$71.72/hr.

**EMPLOYMENT 2021-2022**

**Regular Assignment**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Effective</u></b>
Wanda Butters	Nursing Instructor (Tenure-Track)	08/12/2021
Kirsten Jackson-McClain	Payroll Generalist	08/02/2021
Alisa Lind	Payroll Assistant	08/02/2021
Bridget Sarazin	Human Resources Generalist-Benefits	08/02/2021
Martin Vega	Accountant	08/02/2021

Salvatore Abbate  
Human Resources

June 4, 2021

**Date Submitted**

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

June 12, 2021

**Date Approved**

**Part-Time Adjunct Assignment**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Effective</u></b>
Adrian Hairston	Adjunct Instructor – EMT (not to exceed 67%)	08/12/21 – 12/17/21
Joseph Torres	Adjunct Instructor – EMT (not to exceed 67%)	08/12/21 – 12/17/21
Mark Trilevsky	Adjunct Instructor – EMT (not to exceed 67%)	08/12/21 – 12/17/21

**Change in Assignment**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Effective</u></b>
Marilou Collins	From Payroll Generalist to Accountant	08/01/2021
Sheila Kaushal	From Administrative Assistant 1-Academic Senate (.5 FTE) 10-month to Administrative Assistant IV-School of Health Sciences (.87 FTE) 10-Month	08/02/2021
Kelsi Mundell	From Administrative Assistant IV-School of Math and Science to Administrative Assistant IV-School of Health Sciences	07/01/2021

**Temporary Change in Assignment**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Effective</u></b>
Shannon Beckham	From Controller to Director of Fiscal Services	07/01/21 – 12/31/21

**District Redeployment**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Effective</u></b>
Scott Ota	50% Alternate Media Specialist / 50% Webmaster	07/01/21 - 12/31/21
Craig Scharfen	60% Athletic Assistant / 40% Theatre Production Technician	07/01/21 – 12/31/21
Darcia Tipton	100% EOPS	07/01/21 – 12/31/21

**Out of Class Assignment**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Effective</u></b>
Jennifer Low	Biotechnology Lab Technician, 4 Year Program	08/02/21 – 05/31/22

**District Resignation**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Effective</u></b>
Victor Mauricio	EOPS and CARE Coordinator	06/18/2021
Avello Quiroz		
Isaac Benton	Adjunct Math Instructor	06/18/2021

**Leave of Absence Request**

<b><u>Name</u></b>	<b><u>Leave Type</u></b>	<b><u>Effective</u></b>
Dyan Smith	Unpaid Leave of Absence	07/01/21 – 10/18/21
Kamber Sta Maria	Unpaid Health Leave	08/05/21 – 06/02/22
Erik Visser	Unpaid Leave of Absence	08/08/21 – 03/07/22

**Short-Term/Temporary/Substitute**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Fund/Grant Name</u></b>	<b><u>Effective</u></b>	<b><u>Amount</u></b>
Dorene Adams	COVID Training	CARES-HEERF	07/01/21 – 06/30/22	\$69.05/hr.
Dorene Adams	Athletic Trainer- COVID Contact Tracer and Tester	CARES-HEERF	07/01/21 – 12/30/21	\$18.50/hr.
James Anderson	Counseling	SEA	07/01/21 – 06/30/22	\$69.05/hr.
Rifaya Siddik Ahamed	Accounting Clerk	General Fund	07/22/21 – 12/31/21	\$17.33/hr.
Dustin Aubert	Assistant Coach-Men's Basketball	General Fund	07/01/21 – 05/30/22	\$21.00/hr.
Dustin Aubert	AAMP Outreach Specialist-Athletics	SEA	07/21/21 – 06/30/22	\$18.90/hr.
Erica Beam	Distance Education Coordinator	General Fund	07/01/21 – 07/31/21	\$4,000 Stipend
Greg Begin	Special Projects - FKCE Workshop Presenter-Early Learning Center	Foster Kinship Care Education Program-State Share	07/01/21 – 06/30/22	\$40.00/hr.
Cassandra Berry	Early Learning Center Specialist-Substitute- On Call	CSPP	07/01/21 – 06/30/22	\$18.90/hr.
Bobby Campo	Assistant Coach-Men's Baseball	General Fund	07/22/21 – 05/30/22	\$21.00/hr.
Nicholas Cittadino	Counseling	SEA	07/01/21 – 06/30/22	\$69.05/hr.
Shaunice Cole	Fall Cosmo Covid Planning	CARES-HEERF	07/01/21 – 08/31/21	\$66.67/hr.
Kimberly Coulter	Counseling	SEA	07/01/21 – 06/30/22	\$69.05/hr.
Sherry Currie- Proctor	Special Projects – FKCE Workshop Presenter-Early Learning Center	Foster Kinship Care Education Program – Federal Share	07/01/21 – 06/30/22	\$40.00/hr.
Amy Dauffenbach	Counseling	SEA	07/01/21 – 06/30/22	\$69.05/hr.
Kerry Dill	Athletic Trainer-Sports Medicine	General Fund	07/01/21 – 05/30/22	\$18.50/hr.

**Short-Term/Temporary/Substitute (continued)**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Fund/Grant Name</u></b>	<b><u>Effective</u></b>	<b><u>Amount</u></b>
Kerry Dill	Athletic Trainer- COVID Contact Tracer and Tester	Cares Act HEERF	07/22/21 – 06/30/22	\$18.50/hr.
Sisleide DoAmor	Assistant Coach- Women’s Soccer	General Fund	07/01/21 – 05/30/22	\$21.00/hr.
Mary Estrada	Early Learning Center Specialist-Substitute- On Call	CSPP	07/01/21 – 06/30/22	\$18.90/hr.
Dan Fitch	Assistant Coach-Men’s Baseball	General Fund	07/22/21 – 05/30/22	\$21.00/hr.
Alonso Frias	Assistant Coach- Women’s Soccer	General Fund	07/01/21 – 05/30/22	\$21.00/hr.
Makayla Johnson	Assistant Coach- Women’s Volleyball	General Fund	07/22/21 – 05/30/22	\$21.00/hr.
Paul Hidy	Mercedes Benz Partnership Coordination	Perkins V	07/01/21 – 08/11/21	\$69.05/hr.
LaNae Jaimez	Academic Senate President	General Fund	07/01/21 – 08/15/21	\$3,600 Stipend
Rebecca LaCount	Counseling	SEA	07/01/21 – 06/30/22	\$69.05/hr.
Rebecca LaCount	AON Application Review	Perkins	07/15/21 – 08/15/21	\$69.05/hr.
Kimberly Landes	EMS Journey Level Assistant	General Fund	07/22/21 – 06/30/22	\$25.00/hr.
Pitou Lor	Courier	General Fund	07/01/21 – 06/30/22	\$15.00/hr.
Marcie McDaniels	Counseling	SEA	07/01/21 – 06/30/22	\$69.05/hr.
Marissa McDowell	ASL Interpreter Intern	General Fund	08/13/21 – 06/30/22	\$25.00/hr.
Samuel McKinney	PE / Athletic Assistant	50% General Fund, 50% Cares Fund	07/22/21 – 05/30/22	\$15.00/hr.
Iyeisha Miller	Special Projects - FKCE Workshop Presenter-Early Learning Center	Foster Kinship Care Education Program – Federal Share	07/01/21 – 06/30/22	\$40.00/hr.
Amber Mitchell	EMS Journey Level Assistant	General Fund	07/22/21 – 06/30/22	\$25.00/hr.
Maire Morinec	Strong Workforce Program Director	Strong Workforce	07/01/21 – 08/06/21	\$4,419.20 Stipend
Nathalie Nuñez	ASL Interpreter Intern	General Fund	08/13/21 – 06/30/22	\$25.00/hr.

**Short-Term/Temporary/Substitute (continued)**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Fund/Grant Name</u></b>	<b><u>Effective</u></b>	<b><u>Amount</u></b>
Dorothea Nicholson	Special Projects - FKCE Workshop Presenter-Early Learning Center	Foster Kinship Care Education Program – State Share	07/01/21 – 06/30/22	\$65.00/hr.
Kitsia Pelayo	Journey Level Assistant-Fire Academy	General Fund	01/18/22 – 05/27/22	\$25.00/hr.
Elizabeth Roark	AAMP Outreach Specialist	SEA	07/21/21 – 06/30/22	\$18.90/hr.
Elizabeth Roark	Assistant Coach-Women’s Basketball	General Fund	07/01/21 – 05/30/22	\$21.00/hr.
Jhoanna Rollins	Assistant Coach-Women’s Volleyball	General Fund	07/22/21 – 05/30/22	\$21.00/hr.
Marisa Rubio	Early Learning Center Specialist-Substitute-On Call	CSPP	07/01/21 – 06/30/22	\$18.90/hr.
Justin Santich-Hughes	AAMP Outreach Specialist-Athletics	SEA	07/21/21 – 06/30/22	\$18.90/hr.
Justin Santich-Hughes	Assistant Coach-Men’s Baseball	General Fund	07/22/21 – 05/30/22	\$21.00/hr.
Bailey Schentrup	Athletic Trainer-Sports Medicine	General Fund	07/01/21 – 05/30/22	\$18.50/hr.
Bailey Schentrup	Athletic Trainer-COVID Contact Tracer and Tester	Cares Act HEERF	07/22/21 – 06/30/22	\$18.50/hr.
Taryn Sigl	AAMP Outreach Specialist-Athletics	SEA	07/22/21 – 06/30/22	\$18.90/hr.
Taryn Sigl	Athletic Trainer-COVID Contact Tracer and Tester	Cares Act HEERF	07/22/21 – 06/30/22	\$18.50/hr.
Ricky Silva	Assistant Coach-Swimming	General Fund	07/22/21 – 05/30/22	\$21.00/hr.
Bailey Schentrup	Athletic Trainer-Sports Medicine	General Fund	07/01/21 – 05/30/22	\$18.50/hr.
LaVonne Slaton	AON Apprenticeship Program Coordinator	Perkins V	07/01/21 – 08/15/21	\$71.72/hr.
Michelle Smith	Professional Development Coordinator	General Fund	07/01/21 – 07/31/21	\$69.05/hr.
Lauren Taylor-Hill	ASTC Coordinator	General Fund	07/01/21 – 08/06/21	\$3,314 Stipend
Skyler Takeda	AAMP Outreach Specialist-Athletics	SEA	07/22/21 – 06/30/22	\$18.90/hr.

**Short-Term/Temporary/Substitute (continued)**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Fund/Grant Name</u></b>	<b><u>Effective</u></b>	<b><u>Amount</u></b>
Skyler Takeda	Assistant Coach- Women's Volleyball	General Fund	07/22/21 – 05/30/22	\$21.00/hr.
Ann Talamantes- Ristow	Assistant Coach- Women's Basketball	General Fund	07/22/21 – 05/30/22	\$21.00/hr.
Angela Umagat	Accounting Clerk	General Fund	07/22/21 – 11/21/21	\$17.33/hr.
Tyffany Wanberg	Special Projects - FKCE Workshop Presenter-Early Learning Center	Foster Kinship Care Education Program – Federal Share	07/01/21 – 06/30/22	\$55.00/hr.
Andrew Wesley	Assessment Coordinator	General Fund	07/01/21 – 08/15/21	\$69.05/hr.
Kasey Willes	ASL Interpreter Intern	General Fund	08/13/21 – 06/30/22	\$25.00/hr.
Lauryn Zabat	AAMP Outreach Specialist-Athletics	SEA	07/21/21 – 06/30/22	\$18.90/hr.
Lauryn Zabat	Assistant Coach- Women's Softball	General Fund	07/22/21 – 05/30/22	\$21.00/hr.

**GRATUITOUS SERVICE**

<b><u>Name</u></b>	<b><u>School/Department</u></b>	<b><u>Effective</u></b>	<b><u>Assignment</u></b>
Maigin Cunningham	Athletics	07/22/21 - 06/30/22	Assistant Coach Women's Softball
Pat Harrington	Athletics	07/22/21 - 06/30/22	Assistant Coach Swimming/Diving
Joshua Kucala	Athletics	07/22/21 - 06/30/22	Assistant Coach Women's Softball
Ashley Morgan	Counseling	07/06/22 - 06/30/22	Wellness Counselor (Per MOU with JFKU)
Demetrius Nelson	Athletics	07/22/21 - 06/30/22	Assistant Coach Women's Basketball
Rodrigo Sanchez	Counseling	07/12/21 - 06/30/22	Wellness Counselor (Per MOU with JFKU)

**RENEWAL OF FACULTY CONTRACTS**

The following faculty have completed their second year, of their 2nd contract, and are recommended for a third contract pursuant to Education Code Section 87609.

<b><u>Name</u></b>	<b><u>School/Division</u></b>	<b><u>Hire Date</u></b>
Kristina Ferrebee	School of Mathematics & Science	08/08/2019
Rachel Purdie	School of Social & Behavioral Sciences	08/08/2019

The following faculty have completed their third year of their 3rd contract and no recommendation is necessary per Education Code Section 87609

<u>Name</u>	<u>School/Division</u>	<u>Hire Date</u>
Debbie Dorrough	School of Health Sciences	01/12/2018

The following faculty have completed their fourth year of their 3rd contract and are recommended for tenure.

<u>Name</u>	<u>School/Division</u>	<u>Hire Date</u>
Brian Bower	School of Health Sciences	08/10/2017
Vahid Eskandari	School of Mathematics & Science	08/10/2017
Atticus Frey	Library Services	08/10/2017
Hui Hui (Gwen) Gallagher	School of Liberal Arts	08/10/2017
Douglas Green	School of Applied Technology & Business	08/10/2017
Andrew McGee	School of Applied Technology & Business	08/10/2017
Brian Preciado	School of Applied Technology & Business	08/10/2017
Gulnur Sanden	School of Mathematics & Science	08/10/2017
Michael Silva	School of Mathematics & Science	08/10/2017
Heather Watson-Perez	School of Liberal Arts	08/10/2017

**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:**

06/02/2021	Vendor Payments	11108915-11108920	\$	6,229.41
06/02/2021	Vendor Payments	11108921	\$	664.72
06/02/2021	Vendor Payments	11108922-11108925	\$	2,764.40
06/02/2021	Vendor Payments	11108926-11108986	\$	280,241.87
06/08/2021	Vendor Payments	11108987-11108994	\$	10,729.56
06/08/2021	Vendor Payments	11108995	\$	489.51

*CONTINUED ON NEXT PAGE:*

**STUDENT SUCCESS IMPACT:**

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

<i>Ed. Code: 70902 &amp; 81656</i>	<i>Board Policy: 3240</i>	<i>Estimated Fiscal Impact: 3,679,320.61</i>
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**SUPERINTENDENT’S RECOMMENDATION:**       **APPROVAL**       **DISAPPROVAL**  
 **NOT REQUIRED**       **TABLE**

Robert V. Diamond  
Vice President, Finance and Administration

**PRESENTER’S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

**ADDRESS**

707-864-7209

**TELEPHONE NUMBER**

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

Robert V. Diamond, Finance and Administration

**VICE PRESIDENT APPROVAL**

June 30, 2021

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

July 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**

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**SUMMARY:**

*CONTINUED FROM PREVIOUS PAGE:*

06/08/2021	Vendor Payments	11108996-11109056	\$ 242,900.85
06/15/2021	Vendor Payments	11109057-11109061	\$ 121,899.46
06/15/2021	Vendor Payments	11109062	\$ 13,840.00
06/15/2021	Vendor Payments	11109063-11109073	\$ 209,842.61
06/15/2021	Vendor Payments	11109074-11109156	\$ 455,743.80
06/23/2021	Vendor Payments	11109157	\$ 1,137.20
06/23/2021	Vendor Payments	11109158-11109162	\$ 215,822.16
06/23/2021	Vendor Payments	11109163	\$ 3,684.29
06/23/2021	Vendor Payments	11109164-1119173	\$ 1,369,123.93
06/23/2021	Vendor Payments	11109174-1119255	\$ 744,206.84
		Total	<u>\$ 3,679,320.61</u>

AGENDA ITEM 11.(d)  
MEETING DATE July 21, 2021

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

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

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**PERSONAL SERVICES AGREEMENTS**

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

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Effective</u></b>	<b><u>Amount</u></b>
Melody Stockwell	Website management support including monitoring CCCAA compliance with mandated statistics on the Solano Athletics Website. To maintain integrity of official Solano College Athletics Presto website; write and post-game recaps and stories. Upload, organize, and fill in media and other pertinent information on the website. Purpose is to hold historical and current game and athletic data, and updates (COVID) for community to view and to showcase Solano’s events and 10 intercollegiate athletic programs.	July 22, 2021– June 30, 2022	Not to exceed \$5,500.00

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

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June 30, 2021  
**Date Submitted**

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

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July 21, 2021  
**Date Approved**

**Human Resources**  
**Salvatore Abbate , Manager**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Effective</u></b>	<b><u>Amount</u></b>
Mary Egan DBA Municipal Resource Group, LLC	Investigation	July 1, 2021 – June 30, 2022	Not to exceed \$26,000.00

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

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Effective</u></b>	<b><u>Amount</u></b>
Regina Stanback Stroud	This PSA for Dr. Regina Stanback Stroud of RSS Consulting, LLC is for the 2021-2022 Academic year. This is a proposal to build upon the College’s initial Equity literacy and leadership efforts and continue to develop an equity minded leadership team. She will be supporting Equity Leadership Development which is the PAC-DEI committee that is ongoing, Flex Day presentations, PD & Support for Administration and will Facilitate the August 4 <sup>th</sup> Board meeting. Dr. Stanback Stroud is a respected educator with decades of experience leading California community colleges as a faculty member, president, and chancellor and as a leader and facilitator in efforts to transform organizations and improve equity outcomes.	July 1, 2021– December 31, 2021	Not to exceed \$61,500.00

**Superintendent-President**  
**Celia Esposito-Nov Ed.D.**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Effective</u></b>	<b><u>Amount</u></b>
Kristie West	Email marketing of Solano Community College (Solano Cares), specifically addressing issues and events related to the pandemic and getting back to on-ground (in-person) classes and services. In addition, the communication will provide other campus information as needed.	August 1, 2021– June 30, 2022	Not to exceed \$12,000.00 To be paid with CARES funds
Sabrina Sencil	To provide Research and Planning staff professional development. Activities will include: data analysis with focus on review of disaggregated data in order to work towards our diversity, equity and inclusion goals; program review and evaluation.	July 22, 2021- December 31, 2021	Not to exceed \$7,500.00
BuShell Consulting	To provide Instructional design solutions. They will provide instructional improvements and consulting services to enhance Math instruction and Arts & Science courses through the following deliverables. Customize Tools and EdTech to enhance Student Learning (Math), Master Shell Development (Arts & Science), Student Assessment Tools, Develop and provide strategies to increase student engagement to create community (in online and hybrid environments, Develop training sessions & assessment tool, and Trainings for faculty and staff.	August 1, 2021- June 30, 2022	Not to exceed \$99,960.00 To be paid with CARES funds

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

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Effective</u></b>	<b><u>Amount</u></b>
Virginia McReynolds	To develop Standard Operating Procedures (SOP) for the college schedule development, input and payroll memo processes. Work includes meeting with managers and staff to determine needed processes and workflow, develop forms, document protocols to establish consistency, and provide training to those involved.	July 22, 2021- June 30, 2022	Not to exceed \$20,000.00

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

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

**SUBJECT:** **CONTRACT WITH WAGAMAN STRATEGIES FOR  
LOCAL REDISTRICTING SERVICES**

**REQUESTED ACTION:**

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

**SUMMARY:**

In order to comply with Board Policy 1008, California Education Code Sections 5000 et seq., 5019.5, California Education Code, Sections 5016(b); 5304, 72022. 23, and California Elections Code, the District is to conduct a demographic study after each decennial federal census. The results of the study will be brought forward to the Board as a recommendation from the Superintendent-President regarding adjustments to be made to the boundaries of each trustee area, if any adjustment is necessary. The Superintendent-President shall submit the recommendation in time for the Board to act as required by law. The Board is asked to approve this contract for services with Wagaman Strategies for their standard local redistricting package in the amount of \$35,000.

**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: \$35,000</i>
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**SUPERINTENDENT'S RECOMMENDATION:**                       **APPROVAL**                       **DISAPPROVAL**  
 **NOT REQUIRED**                       **TABLE**

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

**PRESENTER'S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

**ADDRESS**

(707) 864-7299

**TELEPHONE NUMBER**

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

**VICE PRESIDENT APPROVAL**

July 7, 2021

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

July 21, 2021

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

## THE DIFFERENCE

The decennial process of redrawing district boundaries requires balancing complicated (and sometimes contradictory) federal and state laws, shifting demographics trends, public feedback, and governance needs. Addressing these challenges can be challenging for local jurisdictions as they require expertise often far removed from day-to-day operational necessities. The services offered by Wagaman Strategies stand apart.

**Unique Expertise:** Michael Wagaman is not only one of the state's leading redistricting experts, he also brings a unique range of background to his work. He has drawn lines for jurisdictions as large as the State of California to as small as local water districts. He worked on both the last Legislatively controlled redistricting process and as a liaison to the first California Citizens Redistricting Commission. He has advised groups ranging from sitting elected officials to national redistricting reform organizations.

**Commitment to Quality:** Some firms believe redistricting is a volume industry that calls for a cookie-cutter approach. Wagaman Strategies believes in a personalized approach. We believe each jurisdiction will face unique challenges, so who they hire should be who they get. We do not believe in having principals pitch the project, and then have others do the critical work. It may limit our size, but we like it that way and believe it delivers the best value to our clients

## THE PACKAGE

The standard local redistricting package includes the following:

### **1. Meetings**

- Participation in up to four public meetings, typically consisting of two meetings of the governing body before lines are drawn to get input, and two meetings after to review and consider plans. Participation in-person or remote based on current health and safety standards, jurisdiction needs, and consultant availability.
- Creation of a slide deck for each meeting, with early presentations focused on education of the redistricting process and solicitation of feedback, and later presentations summarizing prior direction and proposed plans.
- Remote participation in staff and counsel meetings as necessary.

### **2. Data**

- Creation of a jurisdiction-specific dataset consisting of population, voting age population, citizen voting age population data and racial and ethnic characteristics from the U.S Census, and registration and election data from the two most recent statewide elections, by all relevant census geography.
- Addition of election data for the two most recent local elections for the jurisdiction, if machine-readable precinct-level data is available.
- Access to a standard suite of geographic information system (GIS) data (e.g., street boundaries, satellite imagery)
- Addition of jurisdiction-specific GIS files provided relevant to the redistricting process (e.g., zoning data, service zones), as made available by the jurisdiction.

### 3. Public

- Creation of baseline educational maps and statistical reports for the jurisdiction and existing districts with relevant statistical data (e.g., population distribution, racial/ethnic make-up).
- Production of public participation packets for submission of community of interest boundaries and complete redistricting plans, in both written and electronic formats.
- Review and analysis of all submitted public comments.
- Upon request, a recording or written summary of each public comment and board deliberation.

### 4. Plans

- Preliminary analysis of existing districts to determine which may require adjustment due to shifting population, the requirements of the Voting Rights Act, or changes to state law since the last districting.
- Preparation of at least three initial plans based on public feedback, direction from the governing body, and traditional redistricting criteria, along with supporting materials including print-friendly and electronic maps, and basic demographic information.
- Production of similar supporting materials for all timely submitted public plans.
- Creation of up to three revised draft maps based on feedback on the initial and public plans.
- Review of revised draft maps, including making real-time adjustments as necessary, to create a final redistricting plan.
- Provide, in addition to the previously described materials, a GIS layer, census block equivalency file, and metes and bounds for the final districts.

### THE COSTS

The standard package for a jurisdiction is \$35,000.

This includes all travel related expenses and use of required redistricting software licenses. It does not include the costs of physically printing and publishing redistricting materials, maintenance and update of a redistricting website, legal costs associated with in-house or outside counsel, or translation of materials into languages other than English.

Participation in additional public meetings, including governing body meetings and public education/outreach workshops, are \$2,500 per meeting.

Based on jurisdiction size and need costs can be provided for additional services such as:

- Public access to redistricting software
- Supplemental public outreach materials
- Redistricting Commission support

Most other additional services can be provided at an hourly rate of \$350 an hour.



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

**TO: Members of the Governing Board**

**SUBJECT: NEW ALG MANAGEMENT POSITION DESCRIPTION:  
DIRECTOR, INFORMATION SERVICES**

**REQUESTED ACTION:**

- Information    OR     Approval  
 Consent        OR     Non-Consent

**SUMMARY:**

The following job description is presented for Governing Board approval. The attached job description establishes a new Director, Information Services position, which will provide leadership and direction for the Information Systems team within the Technology Services and Support Department. This position will manage and supervise assigned Information Services support staff and work closely with Banner functional area leads and users across the District. This new position will bring the Technology Services and Support Department organization structure in-line with most community colleges' IT departments. It will also help provide better information systems support to the District. This new position will not require additional FTE, it will be filled from within the department. This position will be funded by general funds and placed at Range 48 of the ALG Management Salary Schedule.

**STUDENT SUCCESS IMPACT:**

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

*Ed. Code: 88009      Board Policy: 4010, 4720      Estimated Fiscal Impact: None*

**SUPERINTENDENT'S RECOMMENDATION:**

- APPROVAL     DISAPPROVAL  
 NOT REQUIRED     TABLE

Salvatore Abbate  
Human Resources

**PRESENTER'S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

**ADDRESS**

707-864-7263

**TELEPHONE NUMBER**

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

**VICE PRESIDENT APPROVAL**

July 9, 2021

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

July 21, 2021

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

## **SOLANO COMMUNITY COLLEGE DISTRICT POSITION DESCRIPTION**

### **CLASS TITLE: DIRECTOR, INFORMATION SERVICES**

#### **BASIC FUNCTION:**

Under the direction of the Chief Technology Officer, the Director, Information Services (IS) provides leadership and direction for the Information Systems team within the Technology Services and Support Department. This group provides back end and user support for the Ellucian Banner Enterprise Resource Planning (ERP) and other associated software systems. The Director will manage and supervise assigned Information Services support staff and work closely with Banner functional area leads and users across the District. In collaboration with Banner functional areas, will define and implement technology enhancements and solutions. Provide project management for all ERP related activities to include planning, implementation and programming of application systems, including overall design, development, integration, maintenance and documentation.

#### **REPRESENTATIVE DUTIES:**

**Essential duties and responsibilities include the following. Other duties may be assigned.**

Implement ERP application projects, directing requirements definition, development, validation and ongoing maintenance activities.

Planning, developing, supervising and implementing IS projects utilizing established project management tools and techniques.

Assesses institutional needs and provides analysis of computer Information Systems processes and support.

Provides leadership, guidance and mentoring to the Information Systems staff. Supports and develops the technical expertise needed to meet the long-term business needs of the District.

Manage Information Services staff by reviewing, approving and allocating work assignments among the staff.

Leads the Banner Operations Team (BOT) to identify, define and prioritize system enhancements, patches and updates to the ERP system.

Develop and lead process improvement initiatives by participating in District user group meetings to identify area where Information Services can assist in problem solving or recommend solutions.

Coordinates with functional area leads and users regarding application, application solution development and in determining system requirements and system modifications.

Plans project materials, labor, timelines and objectives.

Tracks customer service requests ensuring timely responsiveness.

Ensures compliance with system standards and applicable regulations.

Develops procedures and standards for the Information Systems area.

Ensures quality assurance at both technical and procedural levels.

Compiles data, performs analysis and provides written and/or oral reports and proposals to management.

Maintains accurate and complete system documentation and business records.

Serve as the primary contact between third-party vendors, state and local regulatory, contract offices, and college staff.

Coordinates and manages outside vendors, contract negotiations, licensing, maintenance contracts and service level agreements (SLA's)

**Secondary Functions:**

Attend College and industry meetings to maintain current knowledge of Information Application systems.

Perform other job-related duties as assigned.

**MINIMUM QUALIFICATIONS:**

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

**EDUCATION AND EXPERIENCE:**

Bachelor's degree with major coursework in computer information systems and technologies or any combination or training, experience, and/or education that provides the required knowledge, skills and abilities.

And

At least 5 years of progressive experience in applications support, software implementation, database and application development including web services.

And

At least 5 years of experience in a college or university, with direct project and personnel management within a customer service-oriented department.

### **LANGUAGE SKILLS:**

Excellent communication skills

Ability to read, analyze, and interpret general business periodicals, professional journals, technical procedures, or governmental regulations.

Ability to write reports, business correspondence, and procedure manuals.

Ability to effectively present information and respond to questions from groups of administrators and other employees, students, and the public.

### **MATHEMATICAL SKILLS:**

Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals.

### **REASONING ABILITY:**

- Ability to define problems, collect data, establish facts, and draw valid conclusions.
- Ability to apply common sense and understanding in carrying out instructions provided in writing, oral or diagram form.
- Ability to exercise good judgement and discretion in handling confidential, difficult and sensitive information.

### **CERTIFICATES, LICENSES, REGISTRATION:**

None are required for this classification.

### **OTHER SKILLS AND ABILITIES:**

- Ability to secure and protect college data and property by prudent and reasonable business practices.
- Ability to multitask and prioritize work assignments.
- Perform assigned work with speed and accuracy.
- Establish and maintain effective and cooperative working relationships with others.
- Demonstrate a sensitivity to persons with diverse socio-economic, cultural,

- and ethnic backgrounds, including the disabled.
- Technical Writing
  - Observe health and safety rules and regulations.
  - Meet schedules and time lines.
  - Plan and organize time and work effectively.
  - Work independently with minimum supervision.

### **PHYSICAL DEMANDS:**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties outlined in this classification, employees in this classification are regularly required to sit for long periods of time, use hands and fingers to operate an electronic keyboard or other office machines, reach with hands and arms, stoop or kneel or crouch to file, speak clearly and distinctly to answer telephones and to provide information; and hear and understand voices over telephone and in person. Employees assigned to this classification must regularly lift, carry and/or move objects weighing up to 25 pounds.

Specific vision abilities required for positions assigned to this classification include close vision (clear vision at 20 inches or less), color vision (ability to identify and distinguish colors), ability to adjust focus (ability to adjust the eye to bring an object into sharp focus).

### **WORK ENVIRONMENT:**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The work assigned to this classification is typically performed in a computer operations/classroom environment. While performing the duties of this classification, the employee regularly is exposed to fast-paced deadlines, frequent interruptions and the hazards of working with video display terminals and keyboards. The work environment is moderately noisy and offices are maintained at unusually cool temperatures. Duties may require the employee to work at nonconventional (outside core hours) and at all District Locations at times as necessary.

Board approved:  
Revised 1/7/2021

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

**TO: Members of the Governing Board**

**SUBJECT: MOU FOR HEALTH CENTER SERVICES WITH INSTANT URGENT CARE**

**REQUESTED ACTION:**

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

**SUMMARY:**

The Board is asked to approve a Memorandum of Understanding with Instant Urgent Care to operate the Health Center at the Fairfield campus. The District recently completed a request for proposals for operations of the Health Center beginning with the Fall, 2021 semester. Instant Urgent Care was deemed the best proposal. This MOU provides for a five-year agreement, with annual options for either party to renegotiate or opt out. The 2021-2022 cost of \$239,552 will be paid from the Health Center fund, which is supported by the student health fee, which is currently \$17 per student in fall and spring terms, and \$8 during summer terms. A copy of the MOU is attached.

**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>Education Code: 76355</i>	<i>Board Policy: 5660</i>	<i>Estimated Fiscal Impact: \$239,552</i>
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**SUPERINTENDENT'S RECOMMENDATION:**       **APPROVAL**       **DISAPPROVAL**  
 **NOT REQUIRED**       **TABLE**

Robert V. Diamond  
 Vice President, Finance & Administration

**PRESENTER'S NAME**

4000 Suisun Valley Road  
 Fairfield, CA 94534

**ADDRESS**

707 864-7209

**TELEPHONE NUMBER**

Robert V. Diamond  
 Finance & Administration

**VICE PRESIDENT APPROVAL**

June 30, 2021

**DATE SUBMITTED TO  
 SUPERINTENDENT-PRESIDENT**

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

July 21, 2021

**DATE APPROVED BY  
 SUPERINTENDENT-PRESIDENT**

**MEMORANDUM OF UNDERSTANDING  
BETWEEN INSTANT URGENT CARE  
("IUC")  
AND  
SOLANO COMMUNITY COLLEGE DISTRICT  
("DISTRICT")**

**July 21, 2021**

This Memorandum of Understanding ("MOU") is entered into between Instant Urgent Care ("IUC") and the Solano Community College District ("District") (collectively the "Parties") concerning the operation of the Student Health Center ("SHC") located on the Fairfield campus, 4000 Suisun Valley Road in Fairfield, California.

**WHEREAS**, the District intends to provide a complete program for quality health services to the District's students and have the health services contribute to the District's educational objectives.

**WHEREAS**, the District intends to have a COVID-19 quality assurance program ("Program").

**WHEREAS**, IUC is willing to provide said services and Program and the District desires to utilize IUC services and Program for the purposes of operating the SHC and having a COVID-19 quality assurance program.

**WHEREAS**, the District is authorized by Education Code Section 81644 and Government Code Section 53060 to contract with IUC for SHC services.

**NOW, THEREFORE, THE DISTRICT AND IUC AGREE** as follows:

1. **Term.** The term shall commence on August 1, 2021, and end on June 30, 2026, unless earlier terminated or extended by mutual agreement of the parties as set forth herein.
2. **Services to be Performed by IUC.** In consideration of the payments set herein, below, IUC will perform services for the District in accordance with this Memorandum of Understanding.
  - a. **Scope of Student Health Services.** IUC's licensed health staff will assess health problems and compliance with treatments and will provide health services, health counseling and guidance to the District's students, or assist in obtaining health care as needed, including, but not limited to: primary care visits; limited care for acute illness/injury; first aid; reproductive care visits; pregnancy tests; flu shots; immunizations; smoking cessation services; blood pressure screening; sexually transmitted diseases screening and counseling; physical exams; vision testing; hearing testing; health education materials; wellness screening and counseling for diabetes, heart conditions, epilepsy, orthopedic, family planning and other topics related to student health and wellness; tuberculosis ("TB") skin testing; Clinical Lab Improvement Amendments ("CLIA") waived lab tests such as blood glucose and rapid tests; general mental health counseling; and a COVID-19 quality assurance program. IUC will provide emergency response to on-campus locations during normal Student Health Center hours of operation. IUC will provide services during the summer, after hours, and weekends via telemedicine.

IUC will participate in student orientation, workshops and seminars to promote health and wellness, and collaborate with the District management to better benefit the students. IUC will attend appropriate District meetings, as necessary. IUC will operate special health screening clinics. IUC will provide health education resources to all

District staff, in addition to District students. IUC will act as a liaison between the District and community health resources.

IUC will provide infectious waste disposal, as well as obtain the CLIA Waived Lab license. IUC will provide communicable disease follow-up and reports in conjunction with the Solano County Department of Public Health for TB, hepatitis, and other communicable diseases.

IUC will provide students with a patient satisfaction survey at the end of each visit, monitor student feedback, and follow up to resolve concerns. IUC will conduct student outreach and marketing through mass marketing and newsletter emails to make District students aware of IUC's services, and periodic health tips.

- b. Staffing.** IUC shall provide appropriate trained and licensed (where required) health and support staff for the administration and operation of the Student Health Center for the District. IUC will provide an onsite Health Assistant ("HA") for a minimum of forty (40) hours per week, with a combination of day and evening hours to meet the District and student needs. The onsite HA will provide clerical assistance to and perform information, reception, and medical record functions under the direction of the medical director, nurse practitioner, and physician's assistant. IUC will provide a licensed medical doctor and nurse practitioner to provide medical care to the District's students. Students will be able to access the licensed providers remotely via telemedicine and onsite at the Instant Urgent Care located at 1313 Travis Boulevard, Suite A, Fairfield, CA 94533. IUC will add additional staff during high peak times, as needed. The health and support staff will be and will stay employees of IUC. All staff of IUC shall remain under the direction and supervision of IUC. IUC is responsible for the evaluation of its staff's performance, and the college will participate in the evaluation of IUC's staff as it relates to the development and operation of the Student Health Center.

The Student Health Center will be staffed a minimum of one hundred and seventy days a year, for eight hours a day, for a total of one thousand, three hundred and sixty (1,360) hours. An additional three hundred and fifty-seven (357) hours may be provided via telemedicine and/or at the Instant Urgent Care Fairfield Clinic. The total hours of operation shall be one thousand, seven hundred and seventeen (1,717) hours per year. IUC will utilize floating employees and buffer employees to help them backfill at the last minute and IUC will utilize its best efforts to provide sufficient staff to maintain operations.

IUC is responsible for TB and Department of Justice ("DOJ") LiveScan Fingerprinting clearance for all IUC staff who will provide services on the District Site. IUC shall ensure that all employees providing care and administrative services have been fingerprinted by the DOJ and the DOJ fingerprinting clearance certification has been provided to the District. All IUC employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this MOU.

- c. Supplies.** IUC will provide all medical and first aid supplies, instruments, drugs, and pharmacy supplies it deems necessary.

**d. Implementation Plan.**

- i. Initiation-Week 1, August 1, 2021 through August 7, 2021:** IUC will start onsite clinic visits; review, inspect and quality check all the equipment and supplies and the clinic; check all the administrative and medical equipment to ensure it is operational; review existing supplies and discard the expired



ones; check existing telephones and computers; and identify areas of improvements.

- ii. **Planning-Week 2, August 8, 2021 through August 14, 2021:** IUC will prepare the initial inventory order for office and medical supplies; setup computers, internet, and phones; setup vendor accounts for deliveries; prepare wellness literature for students; install medical programs and ensure they are accessible; validate all the existing literature and ensure that the correct educational material is being displayed; and plan clinical policies and procedures.
- iii. **Execution-Week 3, August 15, 2021 through August 21, 2021:** IUC will stock inventory, implement clinical policies and procedures; finalize patient workflows; have all consent, registration, and other required forms ready and available; have full clinic staff on-boarding; and go live.

3. **Payment.** IUC shall perform these services and COVID-19 quality assurance program (“Program”) for the sum of two hundred and thirty-nine thousand, five hundred and fifty-two dollars (\$239,552.00) per year. This payment includes:

a. <b><u>Onsite Health Assistant:</u></b>	\$61,200.00
b. <b><u>Medical Director and Nurse Practitioner/Physician’s Assistant:</u></b>	\$167,280.00
c. <b><u>Drugs and Pharmaceuticals:</u></b>	\$4,000.00
d. <b><u>Medical/Dental Supplies:</u></b>	\$6,900.00
e. <b><u>CLIA Waiver Fee:</u></b>	\$172.00
<b>TOTAL BUDGET:</b>	<b>\$239,552.00</b>

IUC may make adjustments between budget items, provided that any adjustment does not result in an increase to the total budget or decrease the total number of hours of operation.

- 4. **Term Renewal.** This five year agreement may be terminated or modified annually. Either Party may provide notice of termination of the following year by giving notice to the other Party by January 1<sup>st</sup> of the prior year. Prior to the annual termination notice date, the Parties may engage in negotiations for changes in cost and terms for the following year to be completed by thirty days prior (December 1) to the notice of termination date. If agreed upon terms are not reached thirty days in advance of the notice of termination date (January 1), the agreement may be deemed by either party as terminating at the end of the term (June 30). Thereafter, if extended by mutual agreement or automatic renewal, the term of this MOU shall commence on July 1 and terminate on June 30 of the subsequent year.
- 5. **Premises.** The District will provide space on the District’s premises for the Medical Receptionist Office, Reception Waiting, Office-Nurse, Hall, Nurses Area, Treatment Room, and Two Exam Rooms, as indicated on the Floor Plan of The Health Center, and an estimated one hundred (“100”) square feet of storage (“the Premises”), located in the Student Health Center and as set forth in Attachment “A.” (Attachment “A.”) The Premises will include adequate lighting and telephone service. The District will provide the furniture and equipment for the Student Health Center, which shall remain the property of the District.

6. **Alterations and Mechanics' Liens.** IUC shall not make any alterations or additions to the Premises without the prior written consent of the District. Any permanent alterations or additions made to the Premises or fixtures shall become at once a part of the realty and belong to the District. IUC shall keep the Premises free from any liens or encumbrances arising out of any work performed, materials furnished, or obligations incurred by IUC.
7. **Repairs.** During the term, IUC shall make, at IUC's expenses, all necessary repairs to the Premises. Repairs shall include such items as routine repairs of floors, walls, ceilings, and other parts of the Premises damaged or worn through normal occupancy, except for major mechanical systems or the roof, subject to the obligations of the parties otherwise set forth in this MOU.
8. **Entry.** The District shall have the right to enter into the Premises to inspect the same.
9. **Assignment or Subletting.** IUC shall not assign this MOU, or any interest therein, and shall not sublet the Premises or any part thereof, or any right or privilege appurtenant thereto, or suffer any other person (the agents and servants of the District and its employees and students excepted) to occupy or use the Premises or provide services, or any portion thereof, nor delegate its duties hereunder, without the prior written consent of the District.
10. **Surrender at the End of Term.** IUC agrees that, upon termination of this MOU, it will surrender possession of the Premises indicated, including any fixtures, to District in a neat and clean condition, and in a good state of repair, excepting only for reasonable use and wear thereof, damages by fire, or acts of nature.
11. **Hazardous Substances.** IUC shall safely and properly handle, treat, and dispose of all hazardous substances and waste.
12. **Defense and Indemnity.** The District shall not be liable, and IUC shall defend and indemnify District and its officers, agents, employees and volunteers (collectively "District Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this MOU arising either directly or indirectly from any act, error, omission, negligence, or willful misconduct of IUC or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive, of District Parties. IUC shall have no obligation, however, to defend or indemnify District Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of District Parties. This indemnification shall apply to all liability, as provided for above, regardless of whether any insurance policies are applicable, and insurance policy limits do not act as a limitation upon the amount of indemnification to be provided by IUC. The duty of IUC to indemnify and save harmless, as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.
13. **Insurance.** IUC shall maintain insurance at its expense throughout the entire term of this MOU and following termination of this MOU, coverage shall be provided for a period of no less than five (5) years after the termination date. IUC shall add the District, its Board of Trustees, the members of its Board of Trustees, officers, employees and agents as additional insureds for all applicable insurance. IUC shall also provide proof of insurance for services and the Program under this MOU, including but not limited to medical malpractice insurance, property insurance, and workers' compensation insurance. IUC shall have malpractice insurance not less than

Three Million Dollars (\$3,000,000.00) per incident and Five Million Dollars (\$5,000,000.00) in the aggregate per year. IUC shall maintain property insurance for its own equipment.

IUC shall provide the District with proof of adequate medical and accident and injury insurance coverage for the IUC personnel. The parties acknowledge that the IUC personnel shall not be covered by the District's accident and injury insurance policy.

IUC shall carry at its expense and provide the District with proof of a policy or policies of workers' compensation insurance and any other employee benefit insurance sufficient to comply with all laws. IUC certifies that it is aware of California Labor Code Section 3700, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code. IUC further certifies that it does and will comply with such provisions before commencing performance of the services and Program and for the duration of the MOU.

Immediately upon execution of this MOU, IUC shall submit Certificates of Insurance to the District evidencing all insurance coverages required by this MOU.

14. **Mediation**. Should any dispute arise out of this MOU, the Parties agree to mediate and attempt to reach a resolution with the assistance of a mutually acceptable mediator. Both parties shall equally share the costs of the mediator, if any. If a mediated settlement is reached, neither party shall be the prevailing party for the purposes of the settlement. Neither party shall be permitted to file a legal action without first meeting in mediation and making a good faith attempt to reach a mediated resolution.
15. **Independent Contractor**. It is mutually understood and agreed that IUC is at all times acting and performing hereunder as an independent contractor. The District shall not provide any IUC employee Workers' Compensation insurance, unemployment insurance, pension benefits, health insurance, life insurance, or other benefits.
16. **Non-Discrimination Clause**. IUC agrees to comply with Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Educational Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the District Board Policy and Administrative Procedure 4030, and all other applicable federal, state and local laws, rules and regulations in regard to nondiscrimination in employment and education. IUC assures that it will not discriminate against any individual including, but not limited to employees or applicants for employment and/or students because of race, religion, creed, color, sex, age, ancestry, actual or perceived sexual orientation, gender identity, transgender status at any state, marital status, physical or mental disability, political affiliations, veteran status, national origin, or other personal characteristic protected by federal or state law.
17. **Sexual Harassment**. IUC assures that it will not sexually harass or permit sexual harassment against any individual, including but not limited to employees, applicants for employment, or students. The District shall have the right to remove an alleged offender from performance of services pending the results of a sexual harassment investigation.
18. **Technology Accessibility**. IUC hereby warrants that the services and Program to be provided under the MOU complies with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended, its implementing regulations set forth at Title 36, Code of Regulations, part 1194, and California Government Code Section 111135 incorporating Section 508.

19. **Drug-Free Workplace.** IUC certifies that IUC will comply with the requirements of California's Drug-Free Workplace Act of 1990, California Government Code Section 8350 et seq. and will provide a drug-free workplace by taking the following actions:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the IUC's and District's workplaces and specifying the actions that will be taken against employees for violations of the prohibition.
- b. Establishing a drug-free awareness program to inform employees about all of the following:
  - i. The dangers of drug abuse in the workplace;
  - ii. Any available drug counseling, rehabilitation, and employee assistance programs; and
  - iii. The penalties that may be imposed upon employees for drug abuse violations.

20. **Duty to Keep Information Confidential.** IUC will obtain and maintain confidential health records of students in accordance with the Health Insurance Portability and Accountability Act. (45 C.F.R. Part 160, 162, and 164.) Further, IUC acknowledges a continuing responsibility with respect to student information and agrees the student information obtained during the performance of services and the Program is exclusively for the purpose of providing the services and the Program under this MOU. In performing services under the MOU, IUC may from time to time gain incidental access to confidential information and records including student record information as defined by the Family Educational Rights and Privacy Act. (20 U.S.C. § 1232g.) The Parties agree that such incidental access is not a provision or conveyance or disclosure to IUC of student record information in violation of Section 1232g or of any similar state law. (20 U.S.C. § 1232g.) IUC agrees that if in the performance of its duties it does obtain such access, it shall refrain from any removal, use, or disclosure to any third person of such information and records and shall take any and all affirmative steps to maintain the confidentiality, and avoid such removal, use or disclosure, whether intentional or inadvertent, of such records and information.

21. **Notices.** Any notices provided for herein shall be deemed delivered when delivered personally to the other party or when delivered by certified mail, return receipt requested, addressed as follows:

For the District: Solano Community College District  
Attn: Robert V. Diamond, CPA, CFP, CPP, CGMA, MBA  
VP, Finance and Administration  
Purchasing Department, Finance and Administration  
4000 Suisun Valley Road  
Fairfield, CA 94534

For IUC: Instant Urgent Care  
Attn: Rick Virk  
5138 Monterey Highway, Suite G  
San Jose, CA 95111

22. **Compliance with Laws.** IUC will comply with the District’s policies, procedures, rules and regulations, all applicable laws, executive orders, and regulations. Failure to comply with this article is a material breach of the MOU.
23. **Severability.** If any provision of this MOU is declared by a court of competent jurisdiction to be invalid or unenforceable, such provision shall be deemed severed from this MOU, and the remaining parts shall remain in full force as though such invalid or unenforceable provision had not been a part of this MOU.
24. **Entire Agreement.** The MOU, including Attachment “A” attached hereto constitutes the entire agreement between the parties. Any agreements or representations not expressly set forth in this MOU are null and void.
25. **Amendment.** No amendment or modification of this MOU shall be effective unless in writing and signed by both the District and IUC.
26. **Further Action.** The District and IUC shall execute and deliver such documents, cooperate with each other in good faith, and do such further acts and things as such party may reasonably request in order to fully effectuate the purposes and intent of this MOU. Pursuant to Education Code Section 81655, this MOU is not valid and does not constitute an enforceable obligation against the District unless and until the District’s Board of Trustees has approved or ratified this MOU as evidenced by a motion duly passed and adopted by the Board of Trustees.
27. **Execution by Facsimile or in Counterparts.** This MOU may be executed in counterparts, such that the signatures may appear on separate signature pages. A copy, or an original, with all signatures appended together, shall be deemed a fully executed MOU. A facsimile version of any party’s signature shall be deemed an original signature.

**IN WITNESS WHEREOF**, the undersigned have executed this MOU as follows:

**SOLANO  
DISTRICT**

**COMMUNITY**

**COLLEGE**

**INSTANT URGENT CARE**

By: \_\_\_\_\_  
Robert V. Diamond  
VP, Finance and Administration

By: \_\_\_\_\_  
Rick Virk  
Chief Executive Officer

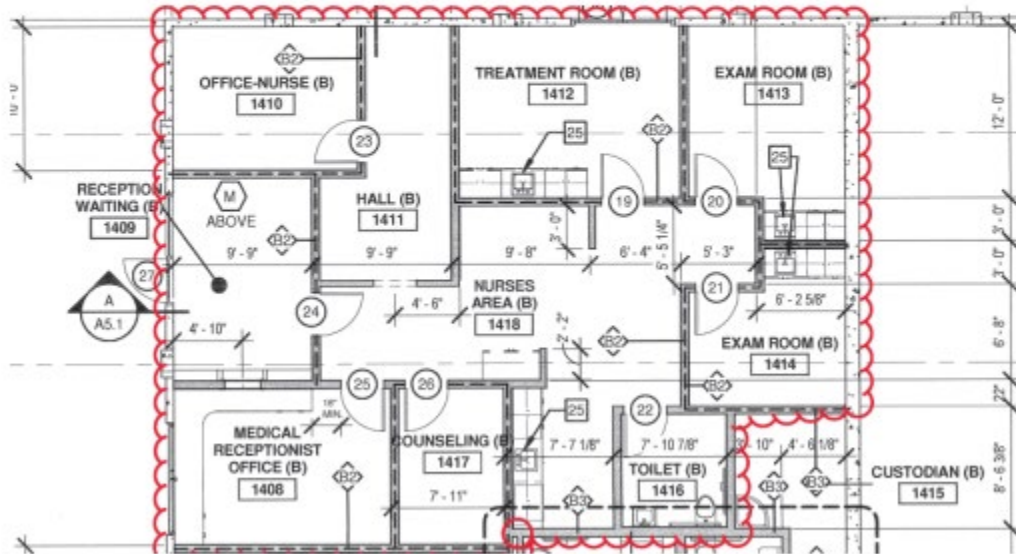
Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

Attachment "A"  
Floor Plan of The Health Center

SOLANO COMMUNITY COLLEGE DISTRICT

Attachment 2  
Floor Plan of The Health Center



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

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

**SUBJECT:** **MOU AND LICENSING AGREEMENT WITH FAIRFIELD-SUISUN UNIFIED SCHOOL DISTRICT FOR CONTINUATION OF EARLY COLLEGE HIGH SCHOOL PROGRAM**

**REQUESTED ACTION:**

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

**SUMMARY:**

Board approval is requested for the attached Memorandum of Understanding and Licensing Agreement with Fairfield-Suisun Unified School District (FSUSD) for continuation of the Early College High School (ECHS) program. These documents continue prior terms and conditions but add the additional portable buildings used to expand the program. FSUSD will pay the custodial costs for cleaning and sanitizing the space used by the ECHS program.

**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:</i> <i>N/A</i>
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**SUPERINTENDENT’S RECOMMENDATION:**                       **APPROVAL**                       **DISAPPROVAL**  
 **NOT REQUIRED**                       **TABLE**

Robert V. Diamond  
Vice President, Finance & Administration

**PRESENTER’S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

**ADDRESS**

707 864-7209

**TELEPHONE NUMBER**

Robert V. Diamond  
Finance & Administration

**VICE PRESIDENT APPROVAL**

June 30, 2021

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

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

July 21, 2021

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
SOLANO COMMUNITY COLLEGE  
AND FAIRFIELD-SUISUN UNIFIED SCHOOL DISTRICT  
CONCERNING  
CONTINUING AN EARLY COLLEGE HIGH  
SCHOOL AT  
SOLANO COMMUNITY COLLEGE**

This Memorandum of Understanding (MOU) is made between Solano Community College District ("SCCD") and Fairfield-Suisun Unified School District ("FSUSD"). Solano Community College District and Fairfield-Suisun Unified School District mutually agree to the following:

WHEREAS, Early College High Schools are small high schools located on college campuses for students who are prepared for student in an environment which promotes learning, and which provides curricula that allows students to complete high school and earn college credit;

and

WHEREAS, Early College High Schools prepare high school students for successful educational futures through a full integration of high school, college, and careers. Additionally, the program goal is to improve academic performance and self-concept, and increase high school and college/university completion rates;

WHEREAS, the parties wish to continue the Early College High School program that was established in 2016;

NOW THEREFORE, the parties to this Memorandum of Understanding mutually pledge their commitment to work together through a collaborative partnership to continue operation of an ECHS, on the premises of SCCD's Fairfield Center campus, located at 4000 Suisun Valley Road, Fairfield, California, as follows:

1. **GOVERNANCE STRUCTURE:** Structures and processes will be designed to ensure district, state, and federal policies and requirements are followed; day-to-day ECHS management, decision-making authority, and staff responsibilities will be clearly delineated; and that the ECHS will be fully integrated into the college structure. This will include processes to address student behavior.
2. **PLANNING AND IMPLEMENTATION:** The faculty of FSUSD and SCCD will be active participants in the planning, implementing, and assessing the ECHS program. Planning and implementation activities will be conducted in accordance with activities as outlined in Appendix B.



3. **PROGRAM DESCRIPTION:** The Fairfield-Suisun Early College High School program will be designed to prepare students for college success by providing them rigorous coursework and college classes beginning in the ninth grade. Qualifying students will take high school and degree-applicable college courses at Solano Community College. Some high school courses may be offered at the high school campus.

The anticipated student outcomes include the following:

- To create a bridge between high school, community college and university
- To prepare students to earn a diploma from a fully-accredited college preparatory program
- To provide students with the opportunity to earn a community college degree (AA) or up to 60 transferable college credits during four years of high school enrollment
- To prepare and support students for success in college courses

4. **PROVISION OF HIGH SCHOOL AND COLLEGE-LEVEL COURSES:** In collaboration with SCCD, FSUSD will develop learning outcomes, a college-readiness curriculum, and assessments that will provide a supportive, yet rigorous, academic program that integrates motivational techniques and learning behaviors with innovative teaching that emphasizes academic skill building and career development.
5. **PROGRAM PLAN:** FSUSD and SCCD will develop a program plan whereby the students will have the opportunity to complete an AA/ATT degree and/or Certificate, in addition to a high school diploma by the end of the student's twelfth grade year of high school. The plan includes taking one or two college courses each year during grades nine and ten, subsequently taking three to four college courses during grades eleven and twelve.
6. **SELECTION CRITERIA:** The parties will work collaboratively to create and implement the student selection criteria. Criteria will include review of academic assessment results, behavior, and attendance. See Appendix A for selection process and corresponding documents. A joint SCCD/FSUSD committee will conduct the review process.
7. **FACULTY AND STAFF:** High school courses will be taught by FSUSD teachers and college courses will be taught by SCCD teachers. FSUSD and SCCD will develop a scheduling plan. FSUSD and SCCD will work collaboratively to create and implement a professional development plan based on the identified needs.

8. **FACILITIES:** Joint planning will occur to ensure that classroom and office facilities, including available instructional and non-instructional resources, will be available on the college campus. SCCD will license selected rooms to FSUSD for the operation of high school classes. The space to be leased will be determined annually between SCCD and FSUSD. As consideration for this license, FSUSD will be responsible for all custodial costs of the licensed space. SCCD will be responsible for utilities, maintenance, and all other building operating costs other than custodial services. A separate license agreement is incorporated herein by reference. SCCD will provide FSUSD's employees with parking permits and room keys.
9. **ENROLLMENT IN COLLEGE COURSES:** High School student schedules, and FSUSD and SCCD calendars, will be aligned to allow students to enroll in college-level courses. Processes will be developed for the High School students to participate in the matriculation, enrollment, drop/add, and withdrawal processes prescribed by the SCCD.
10. **COMPREHENSIVE STUDENT SUPPORT:** The parties will work collaboratively to plan flexible and innovative structures that provide orientation, as well as academic, personal, and social support to High School students.
11. **FINANCES:** FSUSD and SCCD will work collaboratively on the development of a fiscal plan to determine and address the costs of operating the ECHS program, and to delineate in a written agreement the financial obligations of the respective parties as well as any associated costs that will be borne by High School Students and their parents. Such an agreement will include arrangements regarding fees, high school and college textbooks, and supplemental materials

As sole consideration for Licensee's use of the Classrooms, Licensee shall be responsible for the custodial services (including the cost and expense thereof) and the general upkeep of the Classrooms during the Access Hours. Licensee shall pay District \$201.97 day of use for fiscal year 2021-22. This amount is subject to change each fiscal year.

12. **Title 5:** FSUSD and SCCD will work collaboratively to ensure all college courses are open to the general public as required by Education Code 76002 and Senate Bill 338.
13. **INDEMNIFICATION:** To the extent authorized by law, in consideration of the performance by both parties of this MOU, each party does hereby agree to protect, indemnify, defend, and hold harmless all agents, from and against any and all claims, actions, demands, proceedings, liabilities, damages, judgments, fines, penalties, settlements, costs and charges, including, without limitation, attorneys' fees and expenses, arising directly or indirectly from or in connection with (a) any breach of the Agreement (b) any actual or alleged negligent act, negligent error or omission, intentional misconduct of, or violation of any law by SCCD or FSUSD and its' employees, subcontractors, agents, representatives or assigns (collectively, "SCCD or FSUSD Agents") in the performance or non-performance of the professional services required to be performed by SCCD and FSUSD under the Agreement; or (c) the District's enforcement of its rights under this indemnity provision.

14. **TERM AND RENEWAL:** At the execution of an Implementation MOU, the terms will be effective through June 30, 2024. By June 30th of each year thereafter, the parties will annually review the 3-year agreement.
15. **TERMINATION OF AGREEMENT:** This MOU may be amended by mutual written agreement of both parties. SCCD and FSUSD reserve the right to terminate this MOU Upon service of 90-day written notice to the other party. In this event, the date of termination will be the day after the end of the semester during which the 90 calendar day period expires. If mutually agreed to by SCCD and FSUSD, the MOU can be terminated immediately.

**IN WITNESS THEREOF, the parties have duly approved this Memorandum of Understanding, executed on this 22<sup>nd</sup> date of, July, 2022.**

**SOLANOI COMMUNITY COLLEGE**

By: \_\_\_\_\_  
Celia Esposito-Noy Date

**FAIRFILED-SUISUN UNIFIED SCHOOL DISTRICT**

By: \_\_\_\_\_  
Kris Corey Date

**LICENSE AGREEMENT FOR USE OF FACILITIES**  
(Early College High School Program)

This License Agreement ("**Agreement**") is made and entered into on July 22, 2021 ("**Effective Date**") between Solano Community College District ("**District**"), a California community college district, and Fairfield-Suisun Unified School District ("**Licensee**"), a California public school district.

RECITALS

**WHEREAS**, the District owns real property on which it operates its Fairfield Center campus, located at 4000 Suisun Valley Road, Fairfield, California ("**Fairfield Center Campus**"); and

**WHEREAS**, the Fairfield Center Campus includes several classroom buildings and other facilities as shown on Exhibit A attached hereto and made part hereof ("**Classrooms**"); and

**WHEREAS**, Licensee is a school district providing education to students in grades K-12 and desires to continue to enrich its high school students with opportunities for successful educational futures through a full integration of high school, college, and careers; and

**WHEREAS**, District and Licensee desire to enter into a license agreement under which Licensee will use the Classrooms on certain days of the week in furtherance of an Early College High School program that was established in 2014 in collaboration with the District for the operation of high school classes ("**Program**") pursuant to the term of that certain memorandum of understanding, as amended, between the District and Licensee; and

**WHEREAS**, Education Code section 70902 authorizes the governing board of any community college district to "initiate and carry on any program, activity, or may otherwise act in any manner that is not in conflict with or inconsistent with, or preempted by, any law and that is not in conflict with the purposes for which community college districts are established"; and

**WHEREAS**, the license granted under this Agreement is not in conflict with or inconsistent with, or preempted by, any law and is not in conflict with the purposes for which the District was established.

**NOW, THEREFORE**, the parties agree as follows:

AGREEMENT

1. **Classrooms.** District owns Fairfield Center Campus, which includes the Classrooms, initially including seven (7) classrooms, three (3) offices, and certain facilities for physical education or foodservice (i.e., gymnasium, stadium, and cafeteria) identified for the Program. Fairfield Center Campus and the designated Classrooms are depicted on Exhibit A, attached hereto and incorporated herein by reference. Designation of Classrooms shall be subject to annual review by the parties. Any changes to the Classrooms subject to this Agreement shall be memorialized, signed by the parties, and attached hereto as a replacement to Exhibit A, and this Agreement shall be modified accordingly.

## 2. **Grant of License; Limitation of Purpose.**

2.1 District hereby grants to Licensee, including its employees and students designated by Licensee for the Program, a non-exclusive, revocable license to use the Classrooms indicated on Exhibit A within the Fairfield Center Campus, including ingress and egress thereto (the "**License**"), solely for purposes of operating the Program. District reserves the right, in its sole discretion and at any time, to reassign any or all of the Classroom spaces within its Fairfield Center Campus, upon advance written notice to Licensee.

2.2 Licensee's use of the Classrooms pursuant to this Agreement is limited to Monday through Friday, excluding District holidays, from 8:00 a.m. to 6:00 p.m. ("**Access Hours**").

2.3 During the Term hereof, and solely for purposes of facilitating the Program, Licensee shall have the following additional District services available to it:

(a) use of the Fairfield Center Campus reservation system to reserve the gymnasium, back cafeteria room, stadium, or other Fairfield Center Campus facilities when available throughout each school year to hold special Program events including, without limitation, rallies, award ceremonies, or "senior sunrise";

(b) access to college transcripts for Program students; and

(c) support from District facilities/ information technology (IT) staff for assistance with District technology located within the Classrooms.

## 3. **Term and Renewal.**

3.1 The term of this Agreement shall commence on the Effective Date and shall be for an initial term of five (5) years.

3.2 This Agreement may be renewed for additional periods, at the mutual agreement of District and Licensee, and upon approval by District's governing board. The initial five-year term and any renewal terms shall be referred to collectively as the "**Term**".

## 4. **Compensation; Maintenance.**

4.1 As sole consideration for Licensee's use of the Classrooms, Licensee shall be responsible for the custodial services (including the cost and expense thereof) and the general upkeep of the Classrooms during the Access Hours. Licensee shall pay District \$201.97 day of use for fiscal year 2021-22. This amount is subject to change each fiscal year.

(a) Any damage, defacement, or harm caused to the Classrooms or Fairfield Center Campus during Access Hours and related to Licensee's use of the Classrooms, ingress and egress thereto shall be restored or repaired at the sole cost and expense of the Licensee. Licensee shall coordinate with District on the timing for and nature of all such maintenance, repair, replacement, and upkeep for the Classrooms. District shall be responsible for utilities, maintenance, and all other building operating costs other than custodial services.

## 5. **Termination.** Either party may notify the other party of the party's exercise of its

right to terminate this Agreement, without cause, and this Agreement shall immediately terminate upon the other party's receipt of such notice. Such termination shall relieve both parties of any further obligations under this Agreement, although each shall continue to have any and all remedies for any breach of any obligation which arose prior to the date of the Agreement's termination.

6. **Alcoholic Beverages; Illegal Drugs; Noise.** Any uses which involve the serving and/or sale of alcoholic beverages, cannabis products, or illegal drugs and/or the conducting of games of chance, are prohibited within or on the Fairfield Center Campus. Licensee shall not use or permit the use of the Classrooms or any part thereof for any purpose which is contrary to public morals or welfare or morally objectionable as unsuitable for a public educational facility. Licensee agrees to respond immediately to concerns expressed by or through District relating to Licensee's use of the Classrooms.

7. **Insurance.**

7.1 During Licensee's use of the Classrooms during the Term of this Agreement, Licensee shall maintain in force insurance in the minimum scope and **limits as follows:**

(a) **Commercial General Liability Insurance.** A combined, single-limit commercial general liability insurance policy in the amount of not less than one million dollars (\$1,000,000).

(b) **Workers' Compensation Insurance and Employers' Liability Insurance.** Licensee shall comply with all provisions of law applicable to Licensee with respect to obtaining and maintaining workers' compensation insurance. In addition, during the Term of this Agreement, Licensee shall maintain employers' liability insurance with limits of not less than one million dollars (\$1,000,000) per accident.

7.2 District, its employees, and agents, at Licensee's expense, shall be named as additional insureds on all required insurance, excluding the workers' compensation insurance and employers' liability insurance.

7.3 All of said insurance shall be primary and non-contributing with any other insurance available to Licensee and shall contain a full waiver of subrogation clause.

7.4 Prior to the Effective Date and any renewal of this Agreement and Licensee's use of the Classrooms, Licensee shall provide District, as evidence of the required insurance, certificates in a form satisfactory to District, providing that insurance coverage shall not be canceled or reduced without thirty (30) days prior written notice to District.

8. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and (a) personally delivered or (b) deposited in the United States mail, postage prepaid, certified or registered mail, return receipt required, or (c) sent by overnight delivery service or (d) electronic mail

("email"), addressed as follows:

**Solano Community College District**

Attn: Lucky Lofton  
Executive Bond and  
Facilities Manager  
4000 Suisun Valley Road  
Fairfield, CA 94534  
Email: [lucky.lofton@solano.edu](mailto:lucky.lofton@solano.edu)  
Phone: (707) 863-7855

**Fairfield-Suisun Unified School District**

Attn: Sheila Barrett McCabe  
Assistant Superintendent of  
Educational Services  
2490 Hilborn Road  
Fairfield, CA 94534  
Email: [sheilamc@fsusd.edu](mailto:sheilamc@fsusd.edu)  
Phone: (707) 399-5049

Any notice personally given or sent by email shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the next business day following delivery thereof to the overnight delivery service. Any notice given by certified or registered mail shall be effective five (5) days after deposit in the United States mail.

9. **Entire Agreement; Modifications.** This Agreement constitutes the entire agreement between the parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both parties and approved by each party's governing board.

10. **California Law.** This Agreement shall be governed by, and enforced in accordance with, the laws of the State of California. Any action to enforce this Agreement shall be brought in the County in which the District's office is located.

11. **Binding Effect.** This Agreement, and each and every covenant and condition herein, shall extend to and bind the heirs, personal representatives, successors and assigns of the parties. The parties further agree that all of the provisions hereof shall be construed as both covenants and conditions, the same as if the words importing such covenants and conditions had been used in each separate paragraph.

12. **Interpretation of Agreement.** The language of all the parts of this Agreement shall be construed simply and according to their fair meaning, and this Agreement shall never be construed either for, or against, either party.

13. **Severability.** If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion shall be deemed modified to the extent necessary in such court's opinion to render such portion enforceable and, as so modified, such portion and the balance of this Agreement shall continue in full force and effect.

14. **Captions.** The captions of the paragraphs of this Agreement are for convenience of reference only and shall not affect the interpretation of this Agreement or limit or amplify any of its terms or provisions.

15. **Alternative Dispute Resolution.** All claims, disputes, or controversies arising out of, or in relation to the interpretation, application, or enforcement of this Agreement may be decided through mediation as the first method of resolution. If this method proves unsuccessful, nothing in this section shall be construed to prevent either party from bringing a legal action to resolve any such claim, dispute, or controversy.

16. **Waiver of Rights.** Any waiver, at any time, by either party, of its rights or

obligations with respect to this Agreement or of any breach or default or any other matter arising in connection with this Agreement, shall not be deemed to be a waiver with respect to any other right, obligation, breach, default, or matter.

17. **Remedies Not Exclusive.** The use by either party of any remedy specified herein for the enforcement of this Agreement is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.

18. **Counterparts.** This Agreement may be executed in counterparts, each of which shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date first set forth above.

**SOLANO COMMUNITY COLLEGE DISTRICT,**  
a California community college district

**FAIRFIELD-SUISUN UNIFIED SCHOOL DISTRICT,** a California public school district

By: \_\_\_\_\_  
Print Name: Celia Esposito-Noy, Ed.D  
Print Title: Superintendent-President

By: \_\_\_\_\_  
Print Name: Kris Corey  
Print Title: Superintendent



**EXHIBIT A**

DEPICTION OF FAIRFIELD CENTER CAMPUS,  
INCLUDING DESIGNATED CLASSROOMS FOR EARLY COLLEGE HIGH SCHOOL PROGRAM

Designation of Classrooms shall be subject to annual review by the parties. Any changes to the Classrooms subject to this Agreement shall be memorialized, signed by the parties, and attached hereto as a replacement to Exhibit A, and this Agreement shall be modified accordingly.

[ATTACH FAIRFIELD CENTER CAMPUS MAP, WITH HIGHLIGHTING OR OTHER NOTATION OF LICENSED AREAS, INCLUDING CLASSROOMS, OFFICES, CAFETERIA, GYMNASIUM, STADIUM, AND ANY OTHER FACILITIES AVAILABLE TO THE PROGRAM]

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

**TO: Members of the Governing Board**

**SUBJECT: AGREEMENT BETWEEN SOLANO TRANSPORTATION  
AUTHORITY AND SOLANO COMMUNITY COLLEGE  
FOR THE CALIFORNIA AIR RESOURCES BOARD  
(CARB) STEP GRANT**

**REQUESTED ACTION:**

Information    OR     Approval  
 Consent        OR     Non-Consent

**SUMMARY:** An Agreement with Solano Transportation Authority and Solano Community College is being presented for approval. This agreement is to provide funding from Solano Transit Authority to Solano Community College for the California Air Resources Board (CARB) Step Grant.

This agreement is to commence on July 1, 2021 and shall be in effect until November 17, 2023 or until funding is exhausted.

A copy of the Master agreement and the CARB Funding agreement are attached.

**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:      Estimated Fiscal Impact: \$25,000 income*

**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**

June 30, 2021

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

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

July 21, 2021

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

# Grant Agreement

## Solano Sustainable Transportation Equity Project Solano Transportation Authority

Mobile Source Control Division  
California Air Resources Board  
May 2021

**Grant Number: STEP-PG-08**



## Table of Contents

<b>EXHIBIT A: GRANT PROVISIONS .....</b>	<b>A-2</b>
A. AGREEMENT.....	A-2
B. GRANT ACKNOWLEDGEMENT .....	A-2
C. GRANT SUMMARY AND AMENDMENTS.....	A-3
D. GRANT PARTIES AND CONTACT INFORMATION .....	A-3
E. TIME PERIOD.....	A-4
F. DUTIES AND REQUIREMENTS.....	A-4
G. FISCAL ADMINISTRATION .....	A-5
H. PROJECT MONITORING AND MEETINGS .....	A-12
I. REPORTING AND DOCUMENTING EXPENDITURE OF STATE FUNDS .....	A-13
J. OVERSIGHT AND ACCOUNTABILITY .....	A-16
K. PROJECT RECORDS .....	A-17
L. INTELLECTUAL PROPERTY .....	A-18
M. CONFIDENTIALITY AND DATA SECURITY.....	A-18
N. GENERAL PROVISIONS.....	A-20
O. INSURANCE REQUIREMENTS .....	A-26
<b>EXHIBIT B: WORK STATEMENT .....</b>	<b>B-1</b>
Attachment I – Budget Summary.....	B-2
Attachment II – Task Summary and Details .....	B-3
Attachment III – Task and Disbursement Schedule .....	B-12
Attachment IV – Key Project Personnel .....	B-15
<b>EXHIBIT C: GRANTEE PROPOSAL PACKAGE.....</b>	<b>C-1</b>
<b>EXHIBIT D: GRANT SOLICITATION PACKAGE .....</b>	<b>D-1</b>
<b>EXHIBIT E: PAYEE DATA RECORD .....</b>	<b>E-1</b>

## **GRANT PROVISIONS**

### **A. AGREEMENT**

This Grant is from the California Air Resources Board (hereinafter referred to as CARB or the Board) to Solano Transportation Authority (STA) (hereinafter referred to as the Grantee).

The parties agree to comply with the requirements and conditions herein as well as all commitments identified in the Work Statement (Exhibit B), Grantee Proposal Package (Exhibit C) and the Fiscal Year (FY) 2019-20 Grant Solicitation for the Sustainable Transportation Equity Project (STEP) (Exhibit D).

### **B. GRANT ACKNOWLEDGEMENT**

Where applicable, the Grantee agrees to acknowledge the California Climate Investments program and CARB as a funding source for STEP, as outlined in the California Climate Investments Messaging and Communications Guide.<sup>1</sup> Below are specific requirements for acknowledgement.

The Grantee agrees to acknowledge the California Climate Investments program from CARB's Low Carbon Transportation program whenever projects funded, in whole or in part by this Agreement, are publicized in any news media, websites, brochures, publications, audiovisuals, or other types of promotional material. The acknowledgement must read as follows: 'This publication (or project) was supported by the "California Climate Investments" program.' Guidelines for the usage of the California Climate Investments logo can be found at <http://www.caclimateinvestments.ca.gov/logo-graphics-request>.

The California Climate Investments logo and name serves to bring under a single brand the many investments whose funding comes from the Greenhouse Gas Reduction Fund (GGRF). The logo represents a consolidated and coordinated initiative by the State to address climate change by reducing greenhouse gases, while also investing in disadvantaged communities and achieving many other co-benefits.

<sup>1</sup> California Climate Investments Communications Guide <http://www.caclimateinvestments.ca.gov/logo-graphics-request>



The Grantee agrees to acknowledge CARB as a funding source for STEP when publicized in any news media, websites, applications, brochures, publications, audiovisuals, or other types of promotional material. The Grantee agrees to adhere to the Board’s logo usage requirements in a manner directed by CARB. CARB logos shall be provided to the Grantee by CARB Project Liaison.



The CARB logo is a visual representation of our air environment. The arcs represent: the different elements that make up the air we breathe, the protection of our atmosphere and the efforts we take to protect the health of Californians, the collaboration of multiple stakeholders all moving in the same direction together, and innovation with the arcs all growing and changing.



Finally, when preparing flyers, brochures, or other handout material that will be used to promote STEP as one of CARB’s Low Carbon Transportation Investment projects, the Grantee will incorporate Moving California typeset and branding, as appropriate. Moving California is the branding of CARB’s suite of Low Carbon Transportation Investment projects, including both light- and heavy-duty projects. The Moving California typeset is displayed above and branding materials will be provided by the CARB Project Liaison.

**C. GRANT SUMMARY AND AMENDMENTS**

Project Title: Solano Sustainable Transportation Equity Project (SolSTEP)  
Authorized Official: Daryl Halls  
Title: Executive Director  
**Total Grant Amount: \$299,997.59**  
**Total Resource Contribution: \$68,962.00**

**D. GRANT PARTIES AND CONTACT INFORMATION**

1. The CARB Project Liaison is Ambreen Afshan. Correspondence regarding this

project shall be directed to:

Ambreen Afshan  
Mobile Source Control Division  
California Air Resources Board  
1001 I street  
Sacramento, California 95814  
Phone: (916) 322-8522  
Email: [ambreen.afshan@arb.ca.gov](mailto:ambreen.afshan@arb.ca.gov)

2. The Grantee Liaison is Lloyd Nadal. Correspondence regarding this project shall be directed to:

Lloyd Nadal  
Program Services Division Manager  
Solano Transportation Authority  
One Harbor center, Suite 130, Suisun City, CA 94585  
Phone: Main Line: (707) 399-3219  
Email: [lnadal@sta.ca.gov](mailto:lnadal@sta.ca.gov)

3. If the CARB Project Liaison identified above changes, CARB will notify the Grantee Liaison of said change and provide the new contact information. If the Grantee Liaison identified above changes, the Grantee will notify the CARB Project Liaison of said change and provide the new contact information.

#### **E. TIME PERIOD**

1. Performance of work or other expenses billable to CARB under this Grant may commence after full execution of this Grant by parties provided all required proofs of insurance has been provided for each applicable task before it is performed. Performance on this Grant ends once the Grantee has submitted and CARB approves the final report or if this Grant is terminated, whichever is earlier.
2. Upon completion of the project, the Grantee shall submit a draft final report to the CARB Project Liaison no later than **November 17, 2023**.
3. Final request for payment and Final Report shall be received by CARB no later than **February 17, 2024**.
4. The CARB Executive Officer retains the authority to terminate, or reduce the grant amount of, this Grant Agreement for nonperformance. In the event of such termination or reduction of the grant amount, Section G.7, Termination and Suspension of Payments, of this Grant Agreement shall apply.

#### **F. DUTIES AND REQUIREMENTS**

This section defines the respective duties and requirements of CARB and the Grantee in implementing STEP.

## 1. CARB's Role

CARB is responsible for the following:

- a. Participating in regular meetings with the Grantee to discuss program refinements and guide program implementation
- b. Reviewing and approving all Grant Disbursement Request Forms (MSCD/ISB-90) and distributing grant funds to the Grantee
- c. Reviewing and approving community engagement, outreach, and education materials provided by the Grantee, such as outreach and education materials, webpages, initial participant surveys, quarterly reports, and the final report
- d. Reviewing and approving the data collection plan
- e. Providing program oversight and accountability (in conjunction with the Grantee)

## 2. The Grantee's Tasks

The Grantee's key project personnel will administer the various tasks of the project including participation in meetings with CARB staff; development and implementation of project plans; record-keeping procedures; reporting procedures; financial tracking and disbursements; and responding to CARB and public requests in a timely manner. The Grantee's responsibilities include all project development, press events, project administration, and project reporting. Exhibit B (Work Statement) contains the budget summary, task summary and detailed task list, task and disbursement schedule, and list of key project personnel.

## G. FISCAL ADMINISTRATION

### 1. Budget

- a. The maximum amount of this Grant is **\$299,997.59**. Under no circumstance will CARB reimburse the Grantee for more than this amount. A formal Grant Agreement amendment is required whenever there is a change to the amount of this grant.
- b. The budget for this program is shown in Exhibit B, Attachment I. Grant



Disbursement Requests (Form MSCD/ISB-90) for funds shall not exceed the grant amount.

- c. No grant funds may be used to purchase equipment or computers that would be required to be returned to the State at the completion of STEP.
- d. Under no circumstance will CARB reimburse a Grantee for vehicles or equipment that exceeds the purchase price.
- e. Line item shifts are not anticipated under this program. However, shifts of up to 10 percent of the grant total may be made over the life of the grant, subject to prior written approval from CARB. Line item shifts greater than 10 percent require a formal amendment to the grant. Line item shifts may be proposed by either CARB or the Grantee and must not increase or decrease the total grant amount. All line item shifts must be approved in writing by CARB within 10 business days of approval for inclusion in the grant folder. If the grant is formally amended, all line item shifts must be included in the amendment.
- f. Funds not liquidated by **February 17, 2024** must be returned by **May 17, 2024**. Expenditure of funds granted may not be reduced due to any loss incurred in an insured bank or investment account.

## 2. Pilot Project Eligible Costs

Allowable expenditures for costs associated with the grant are defined in Appendix E of the Grant Solicitation.

## 3. Resource Contributions

Resource contributions from the Grantee can be used to increase the number of vehicles or equipment funded or to increase the effectiveness and timeliness of other project elements, as directed by CARB. Resource contributions must meet the criteria specified in Appendix G of the Grant Solicitation and the additional following criteria:

- a. Documentation of resource contributions must be retained for a minimum of three years after the grant term has ended.
- b. Funds expended on resource contributions must be documented in the STEP Final Report to CARB.

Resource contributions are further defined in Appendix G of the Grant Solicitation.

## 4. Advance Payment

Consistent with the Legislature's direction to expeditiously disburse grants, CARB in its sole discretion may provide advance payments of grant awards in a timely manner to support program initiation and implementation with a focus on mitigating the constraints of modest reserves and potential cash flow problems.

Grantee acknowledges that CARB has finalized Advance Payment regulations effective January 1, 2021. Grantee agrees that this Agreement and all advance payment requests will comply with these regulations, which can be found at: 17 California Code of Regulations (C.C.R.) Sections 91040-91044.

Recognizing that appropriate safeguards are needed to ensure grant monies are used responsibly, CARB has developed the grant conditions described below to establish control procedures for advance payments. CARB may provide advance payments to grantees of a grant program or project if CARB determines all of the following:

- a. The advance payments are necessary to meet the purposes of the grant project.
- b. The use of the advance funds is adequately regulated by grant or budgetary controls.
- c. The request for application or the request for proposals contains the terms and conditions under which an advance payment may be received consistent with this section.
- d. The Grantee is either a small air district or the Grantee meets all of the following criteria:
  - i. Has no outstanding financial audit findings related to any of the moneys eligible for advance payment and is in good standing with the Franchise Tax Board and Internal Revenue Service
  - ii. Agrees to revert all unused moneys to CARB if they are not liquidated within the timeline specified in the Grant Agreement
  - iii. Submits a spending plan to CARB for review prior to receiving the advance payment
  - iv. The spending plan shall include project schedules, timelines, milestones, and the Grantee's fund balance for all State grant programs
  - v. CARB shall consider the available fund balance when determining the amount of the advance payment
  - vi. Reports to CARB any material changes to the spending plan within 30

days

- vii. Agrees to not provide advance payment to any other entity
- e. In the event of the nonperformance of the Grantee, CARB shall require the full recovery of the unspent moneys. A Grantee shall provide a money transfer confirmation within 45 days upon the receipt of a notice from CARB.
- f. The Grantee must complete and submit to CARB for review and approval an Advance Payment Request Form, along with each grant disbursement that is requesting advance payment. The Advance Payment Request Form shall be provided by CARB to the Grantee after the grant execution.
- g. Grantee must also submit a certification to CARB pursuant to 17 C.C.R. Section 91043 for each advance payment request.
- h. CARB may provide an advance of the direct project costs of the grant, if the program has moderate reserves and potential cash flow issues. Advance payments will not exceed the Grantee's interim cash needs.
- i. The Grantee assumes legal and financial risk of the advance payment.
- j. The Grantee shall place funds advanced under this section in an interest-bearing account. The Grantee shall track interest accrued on the advance payment. Interest earned on the advance payment shall only be used for eligible grant-related expenses as outlined in the Grant Provisions, Exhibit A, or will be returned to CARB.
- k. Grantee shall report to CARB the value of any unused balance of the advance payment and interest earned and submit quarterly fiscal accounting reports consistent with Section I (Reporting and Documenting Expenditure of State Funds) of this Grant Agreement.
- l. The Grantee shall remit to CARB any unused portion of the advance payment and interest earned within 90 days following the end date of this Grant Agreement term on **February 17, 2024** or the reversion date of the appropriation, whichever comes first.

## 5. Grant Disbursements

With each disbursement request, the Grantee must provide documentation as required in this section:

- a. Requests for payment shall be made with the Grant Disbursement Request Form (MSCD/ISB-90) and conform to the instructions identified in Sections G

- and I of this Grant Agreement. Grant payments shall be made only for reasonable costs incurred by the Grantee and only when the Grantee has submitted a Grant Disbursement Request Form; has completed milestones stipulated in Exhibit B, Attachment II; the requirements specified herein, including Section F, Section G, Section H, and Section I of this Grant Agreement have been accomplished; documentation of accomplishment has been provided to CARB in the form of the Status Report; and any associated deliverables (if applicable) have been provided to CARB. CARB will have sole discretion to accelerate the timeline for allowable disbursements of funds identified in Exhibit B, Attachment II (with the exception of the final disbursement of funds), necessary to assure the goals of the program are met.
- b. Grant payments are subject to CARB's approval of Status Reports and any accompanying deliverables (see Sections F, G, H and I of this Grant Agreement). A payment will not be made if the CARB Project Liaison deems that a milestone has not been accomplished or documented; that a deliverable meeting specifications has not been provided; that claimed expenses are not documented, not valid per the budget, or not reasonable; or that the Grantee has not met other terms of the grant.
  - c. Requests for project funds in advance of performing the work or incurring the cost requires an Advance Payment Request Form (see Section G.4, Advance Payment) and a detailed list of the future work the Grantee intends to fund with the disbursement. The Grantee must demonstrate in a subsequent report that the advance has been expended appropriately by supplying documents required in Section G.5, Grant Disbursements. The recipient of a CARB advance payment cannot advance pay any other entity. No further advance shall be disbursed until the Grantee is fully compliant with all terms of the grant. Failure to comply shall require the Grantee to return all amounts of the inappropriate or unapproved expenditure to CARB within 45 calendar days of written notification.
  - d. The Chief of the Compliance Assistance and Outreach Branch in the Mobile Source Control Division or designee of CARB may review the CARB Project Liaison's approval or disapproval of a Grant Disbursement Request. No reimbursement will be made for expenses that, in the judgment of the Branch Chief of the Compliance Assistance and Outreach Branch, are not reasonable or do not comply with the Grant Agreement.
  - e. The Grantee shall submit the Grant Disbursement Requests to CARB **Accounting Section at: [accountspayable@arb.ca.gov](mailto:accountspayable@arb.ca.gov) with a CC to the CARB project liaison.** The Grantee may submit this electronically, based on CARB's current electronic submission guidance at the time of request, or mail original copies with "wet" signatures in blue ink **to CARB Accounting**

**Section, P.O. Box 1436, Sacramento, CA 95812.** Requests for payment must be made with the Grant Disbursement Request Form and contain all documentation required with the form.

- f. CARB will withhold payment of up to 10 percent of the grant funds until completion of the Final Report, intellectual property has been relinquished to CARB in accordance with Sections I and L of these provisions, CARB has received and approved the Grantee's mechanism for receiving annual activity reports, and submission of the Final Report to CARB by the Grantee. It is the Grantee's responsibility to submit a Grant Disbursement Request for this final disbursement of funds.
  - g. CARB shall disburse funds in accordance with the California Prompt Payment Act, Government Code, Section 927, et seq.
  - h. The Grantee will pay out CARB funds to other sub-grantees or subcontractors on a reimbursement basis only.
6. Suspension of Payments and Grant Termination
- a. CARB reserves the right to issue a grant suspension order in the event that a dispute should arise. The grant suspension order will be in effect until the dispute has been resolved or the grant has been terminated. If the Grantee chooses to continue work on the project after receiving a grant suspension order, the Grantee will not be reimbursed for any expenditure incurred during the suspension in the event CARB terminates the grant. If CARB rescinds the suspension order and does not terminate the grant, CARB will reimburse the Grantee for any expenses incurred during the suspension that are reimbursable in accordance with the terms of the grant.
  - b. CARB reserves the right to terminate this grant upon 30 days' written notice to the Grantee. In case of early termination, the Grantee will submit a Grant Disbursement Request, a Status Report covering activities up to, and including, the termination date and following the requirements specified herein and in Section I of these provisions. Upon receipt of the Grant Disbursement Request Form and Status Report, and when all intellectual property has been relinquished to CARB, a final payment will be made to the Grantee. This payment shall be for all CARB-approved, actually incurred costs that in the opinion of CARB are justified. However, the total amount paid shall not exceed the total grant amount.
  - c. Upon termination, grant funds must be returned to CARB within 45 days. Funds, for the purpose of this section, includes unspent funds, funds for unapproved costs incurred, funds spent or incurred during a grant suspension order, or as outlined in other sections of this agreement.

## 7. Contingency Provision

In the event this grant is terminated for any reason, the CARB Executive Officer or designee reserves the right in his or her sole discretion to award a grant to the next highest scored Applicant and if an agreement cannot be reached, to the next Applicant(s) until an agreement is reached. If CARB is unable to award a grant under these circumstances, CARB may award a grant in a manner consistent with direction provided in the FY 2019-20 Funding Plan for STEP.<sup>2</sup>

## 8. Documentation of Administration Funds

- a. Personnel documentation must make use of timesheets or other labor tracking software. Duty statements or other documentation may also be used to verify the number of staff and actual hours or percent of time staff devoted to STEP implementation and outreach.
- b. Fees for external consultants must be documented with copies of the consultant contract and invoices. All external consultant fees must be pre-approved by CARB. Fees included in the budget as a part of the Grantee Proposal Package (Exhibit C) are considered pre-approved by CARB.
- c. Printing, mailing, records retention, and travel expenses must be documented with receipts or invoices.
- d. Any reimbursement for necessary supporting project costs need receipts or invoices.
- e. Any reimbursement for necessary travel and per diem shall be at rates not to exceed those amounts set by the California Department of Human Resources (CalHR). No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from CARB. The CalHR travel and per diem reimbursement amounts may be found online at: <https://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>. Reimbursement will be at the State travel and per diem amounts that are current as of the date costs are incurred by the Grantee.
- f. The above documentation, records, and referenced materials must be made available for review during monitoring visits and audits by CARB, or its designee. These records must be retained for a minimum of three years after submittal of the final STEP grant disbursement request to CARB.
- g. The above documentation must be provided to CARB in quarterly Status

<sup>2</sup> Funding Plan for Fiscal Year 2019-20 <https://ww2.arb.ca.gov/our-work/programs/low-carbon-transportation-investments-and-air-quality-improvement-program/low-1>

Reports and a Final Report.

## 9. Earned Interest

“Earned interest” means any interest generated from State funds provided to the Grantee and held in an interest-bearing account.

- a. Interest earned by the Grantee on STEP funds must be reported to CARB. All interest income on STEP funds must be expended on eligible program costs (see Section G of this Grant Agreement) or returned to CARB. The Grantee is responsible for reporting to CARB on all interest earned and reinvested into STEP or returned.
- b. All interest income on advance payment at CARB’s discretion must be reinvested into the program or returned to CARB. Interest earned that is reinvested in the program is not included as part of the Total Grant Amount from CARB. Grantee is responsible for reporting to CARB all project expenditures funded with interest earned on advanced funds or returned.
- c. The Grantee must maintain accounting records (e.g., general ledger) that track interest earned and expended on STEP funds, as follows:
  - i. The calculation of interest must be based on average daily balance or some other reasonable and demonstrable method of allocating the proceeds from the interest-generating account back into the program.
  - ii. The methodology for tracking earned interest must ensure that it is separately identifiable from interest earned on non-STEP funds.
  - iii. The methodology for calculating earned interest must be consistent with how it is calculated for the Grantee’s other fiscal programs.
  - iv. Earned interest must be fully expended by **February 17, 2024** or returned to CARB.
- d. Documentation of interest earned on STEP funds must be retained for a minimum of three years after it is generated. Documentation of interest expended on STEP must be retained for a minimum of three years after the funds have been reinvested into the project.
- e. The above documentation must be provided to CARB in Status Reports and a Final Report.

## H. PROJECT MONITORING AND MEETINGS

### 1. Meetings

- a. Initial meeting: A meeting will be held between key program personnel and the CARB Project Liaison before work on the program begins. The purpose of the initial meeting is to discuss the overall approach, details of performing essential tasks, the program schedule and milestones, details of work group process, and any issues that may need to be resolved prior to beginning work. Topics may include process for program decision-making and frequency and process for ongoing project team coordination.
- b. Review meetings: After the initial meeting with CARB staff, monthly meetings will be required until the tasks related to project initiation (scope of work, task dates, etc.) are finalized. After the project is operational, CARB and the Grantee can hold less frequent meetings (quarterly, at minimum), if deemed appropriate. Additional meetings may be scheduled at the sole discretion of the CARB Project Liaison. Such meetings may be conducted by phone, if deemed appropriate by the CARB Project Liaison. The Grantee is responsible for developing the agenda in collaboration with the CARB Project Liaison, and for facilitating the meetings.
- c. Site visits: If applicable, site visits shall be established by CARB Project Liaison during the term of this grant.

## 2. Technical Monitoring

- a. Any changes in the scope or schedule for the program shall require the prior written approval of the CARB Project Liaison and may require a written Grant Agreement amendment.
- b. The Grantee shall notify the CARB Project Liaison in writing immediately if any circumstances arise (technical, economic, or otherwise), which might place completion of the project in jeopardy. The Grantee shall also make such notification if there is a change in key project personnel (see Exhibit B, Attachment IV).
- c. In addition to Status Reports (see Section I of this Grant Agreement), the Grantee shall provide information requested by the CARB Project Liaison that is needed to assess progress in completing tasks and meeting the objectives of the program.
- d. Any change in budget allocations, re-definition of deliverables, or extension of the program schedule must be requested in writing to the CARB Project Liaison and approved by CARB, in its sole discretion, and may require a Grant Agreement amendment.

## I. REPORTING AND DOCUMENTING EXPENDITURE OF STATE FUNDS



The Grantee must provide CARB with documentation accounting for the proper expenditure of funds. The documentation must be provided in Status Reports submitted at a minimum every three months to CARB and a Final Report submitted prior to the Grantee receiving their last disbursement of project funds.

## 1. Status Reports

- a. The Grantee shall submit Status Reports at minimum at the end of every third month, starting with the first report submitted on **August 31, 2021**, but may be submitted more frequently if necessary to justify more frequent disbursements with prior approval from CARB. The Status Reports shall be provided in a format agreed upon between the CARB Project Liaison and the Grantee and meet the requirements specified herein. CARB may specify an electronic format for quarterly reporting.
- b. Status Reports provide a mechanism for the Grantee to justify a need for additional grant disbursements from CARB.
- c. Every Grant Disbursement Request Form (MSCD/ISB-90) shall be accompanied by a Status Report that documents the completion of a milestone specified in Exhibit B, Attachment II and III.
- d. CARB will provide the Grantee with a checklist or template for Americans with Disabilities Act (ADA)-compliant Status Reports. Each Status Report must include all applicable items from the checklist or template, which may include at minimum:
  - i. Project Status Report number, title of project, name of Grantee, date of submission, and project grant number
  - ii. Summary of work completed since the last progress report, noting progress toward completion of tasks and milestones identified in the work plan
  - iii. Statement of work expected to be completed by the next progress report
  - iv. Notification of problems encountered and an assessment of their effects on the project's outcomes
  - v. Data collected from participants since the last status report such as, but not limited to, the information outlined in Appendix H of this Grant Solicitation. Data should be separated by reporting period but should be collected and compiled in a way that facilitates reporting in the Final Report.

- vi. Schedule of community engagement, outreach, and education activities conducted, materials used, number of people contacted, and number of participants, where applicable
  - vii. An evaluation of any community engagement, outreach, and education strategies deployed
  - viii. Accounting records, including expenditure and income information and supporting documentation
  - ix. Itemized invoices (invoices must include enough details to ensure that only eligible costs are paid for) and any other appropriate documentation
  - x. Discussion of the project's adherence to the project timeline
  - xi. Other data and analysis as mutually agreed upon between the Grantee and CARB
- e. If the tasks outlined in this Grant Agreement are behind schedule, the Grantee must notify CARB immediately and explain how they will return to schedule.

## 2. Final Report

- a. When the project is complete, the Grantee shall submit a draft Final Report. The draft Final Report must be submitted to CARB in an appropriate format agreed upon between CARB Project Liaison and the Grantee. The Final Report must meet the requirements specified herein. Upon approval of the draft Final Report by CARB Project Liaison, the Grantee shall provide a written copy of the final version, plus an electronic file.
- b. The Final Report must be submitted within 90 days of CARB receiving the draft Final Report or by **February 17, 2024**, whichever comes first. A draft Final Report is due to CARB within 30 days of project completion or by **November 17, 2023**, whichever comes first.
- c. CARB will provide the Grantee with a checklist or template for an ADA-compliant Final Report. The Final Report must include all applicable items from the checklist or template, at a minimum:
  - i. Total expenditures in detail to date and for the period between the last quarterly report and the Final Report
  - ii. Excel spreadsheet of the funded project and project milestones

- iii. Summary report of the projects for the period covered by the Grant Agreement (may be provided as summaries or previously submitted Status Reports – see Status Report)
- iv. Overview of the project as whole from beginning through the end of the grant term, including project and community background, partnerships, and funding sources
- v. Data collected from participants, compiled from all status reports
- vi. Analysis of participant evaluations, such as results of any pre- and post-surveys conducted
- vii. Changes in participant knowledge of and acceptance of clean transportation options
- viii. Description of community engagement, outreach, and education efforts, including materials used, schedule of events conducted, and an assessment of effectiveness of the efforts
- ix. Co-benefits provided by the project as mutually agreed upon between the Grantee and CARB
- x. Accounting records, including expenditure and income information and supporting documentation. Includes earned interest, if any, and how it was expended or returned to CARB.
- xi. Best practices and lessons learned, including suggestions for future project considerations for wider scale implementation in other communities
- xii. Implementation challenges and recommendations for potential program improvements
- xiii. Other data and analysis as mutually agreed upon between the Grantee and CARB

## **J. OVERSIGHT AND ACCOUNTABILITY**

1. The Grantee shall comply with all oversight responsibilities.
2. CARB or its designee may recoup the grant funds which were received based upon misinformation or fraud, or for which a Grantee is in significant or continual non-compliance with the terms of this Grant or State law. CARB also reserves the right to prohibit any entity from participating in STEP due to non-

compliance with program requirements or State law.

3. If the Grantee detects any actual or potentially fraudulent activity by anyone or entity associated with the project, it shall notify CARB as soon as possible and work with CARB to determine an appropriate course of action.

## **K. PROJECT RECORDS**

As further described below, program records include but are not limited to the Grantee, financial, and participant records. All project records must be retained for a period of three (3) years after final payment under this grant. All project records are subject to audit pursuant to Section N (3) of this Grant Agreement. Upon completion of the third year of record retention, the Grantee shall submit all program records to CARB. Hardcopy or electronic records are suitable. Acceptable forms of electronic media include hard drives, CDs, and DVDs. Other forms of electronic media may be allowed based on prior written concurrence from CARB.

### **1. Grantee Records**

The Grantee shall retain a STEP file containing:

- a. Original executed copy of the STEP Grant Agreement and Grant Agreement Amendments (if applicable)
- b. Policies and Procedures Manual
- c. Copies of Grant Disbursement Request Forms and attachments
- d. Copies of Status Reports
- e. Documentation of earned interest generation and expenditure (see Section G for more information)

### **2. Financial Records**

Without limitation of the requirement to maintain program accounts in accordance with generally accepted accounting principles, the Grantee must:

- a. Establish an official file for the project, which shall adequately document all significant actions relative to the program
- b. Establish separate accounts which will adequately and accurately depict all amounts received and expended on the project
- c. Establish separate accounts which will adequately and accurately depict all income received which is attributable to the project including cash and in-

kind donations, if any

- d. Establish an accounting system which will adequately depict final total costs of the project, including grant implementation costs

### 3. Project Participant Records

The Grantee is required to establish and maintain participant records, which must include, at minimum:

- a. Project participant proposals (denied, approved, and removed)
- b. Initial participant surveys and survey updates
- c. Documentation of any deviations from the normal processing of projects (examples include enforcement action, CARB case-by-case approvals)

## **L. INTELLECTUAL PROPERTY**

Any webpage(s), software, databases, program data, or other intellectual property developed or purchased by the Grantee for the purposes of administering or implementing STEP are the property of CARB.

## **M. CONFIDENTIALITY AND DATA SECURITY**

It is expressly understood and agreed that information the Grantee collects on behalf of the State or from a third party in performing its obligations under this Grant Agreement may be deemed confidential by the State. Therefore:

1. All information or data gathered pursuant to this grant shall be held confidential and released only to CARB or other entities as CARB may specify in writing.
2. The Grantee certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Grant Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.
3. Information or data, including but not limited to all application records and supporting documentation that personally identifies or describes an individual or individuals is confidential in accordance with California Civil Code sections 1798, et seq. and other relevant State or Federal statutes and regulations. The Grantee shall safeguard all such information or data which comes into their possession under this agreement in perpetuity, and shall not release or publish any such information, data or application records.

4. The Grantee must observe complete confidentiality with respect to such information or data collected pursuant to this grant, including without limitation, agreeing not to disclose or otherwise permit access to such information by any person or entity in any manner whatsoever unless such disclosure is required by law or legal process.
5. The Grantee must acknowledge the confidential nature of such information and ensure by agreement or otherwise that they are prohibited from copying or revealing, for any purpose whatsoever, the contents of such information or any part thereof, or from taking any action otherwise prohibited under this section.
6. The Grantee must ensure that the Grantee's employees are informed of the confidential nature of such information and ensure by agreement or otherwise that they are prohibited from copying, revealing, or utilizing for any purpose in fulfillment of this grant, the contents of such information or any part thereof, or from taking any action otherwise prohibited under this section.
7. The Grantee shall limit access to information and data gathered pursuant to this grant only to necessary employees to perform their job duties.
8. The Grantee must not use such information or any part thereof in the performance of services to others or for the benefit of others in any form whatsoever whether gratuitously or for valuable consideration.
9. The Grantee must notify the State promptly and in writing of the circumstances surrounding any possession, use, or knowledge of such information or any part thereof, by any person other than those authorized by this document.
10. The Grantee must adhere to all CARB confidentiality, disclosure, and privacy policies.
11. The Grantee must treat all information, deliverables, and work products developed or collected pursuant to this grant as confidential. All information, deliverables, and work products cannot be disclosed in any form to any third party without CARB's written consent except when required by law or legal process.
12. The Grantee must not use, without CARB written approval, any CARB materials for any purpose other than performing the agreed upon services.
13. At the conclusion of the engagement or upon termination of this Grant Agreement, the Grantee shall surrender all information in any form developed or collected pursuant to this grant.
14. If the Grantee suspects loss or theft, the Grantee must report any lost or stolen

information, data, or equipment developed or collected pursuant to this grant to CARB immediately.

15. The Grantee must provide CARB all pass phrases and passwords for private keys to encrypt data used, produced, or acquired in the course of performing duties under this Grant Agreement.
16. The Grantee must sign non-disclosure and confidentiality agreements as provided by CARB.
17. The Grantee agrees to notify CARB immediately of any security incident involving the information system, servers, data, or any other information developed or collected pursuant to this grant. The Grantee agrees that CARB has the right to participate in the investigation of a security incident involving its data or conduct its own independent investigation, and that the Grantee shall cooperate fully in such investigations.
18. The Grantee agrees that it shall be responsible for all costs incurred by CARB due to security incident resulting from the Grantee's failure to perform or negligent acts of its personnel, and resulting in an unauthorized disclosure, release, access, review, or destruction; or loss, theft, or misuse of information or data developed or gathered pursuant to this grant. If the Grantee experiences a loss or breach of data, the Grantee shall immediately report the loss or breach to CARB. If CARB determines that notice to the individuals whose data has been lost or breached is appropriate, the Grantee will bear any and all costs associated with the notice or any mitigation selected by CARB. These costs include, but are not limited to, staff time, material costs, postage, media announcements, credit monitoring for impacted individuals, and other identifiable costs associated with the breach or loss of data.
19. The Grantee agrees that it shall immediately notify and work cooperatively with CARB to respond timely and correctly to California Public Records Act (California Government Code Section 6250 et seq.) requests.

## **N. GENERAL PROVISIONS**

1. **Amendment:** No amendment or variation of the terms of this Grant Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the Grant Agreement is binding on any of the parties.
2. **Americans with Disabilities Act:** The Grantee must ensure that all products and services submitted, uploaded, or otherwise provided by the Grantee and/or its subcontractors under this Grant, including but not limited to data, software, plans, drawings, specifications, reports, operating manuals, notes, and other

written or graphic work prepared in the course of performance of this Grant (collectively, the "Work"), comply with Web Content Accessibility Guidelines 2.0, levels A and AA, and otherwise meet the accessibility requirements set forth in California Government Code Sections 7405 and 11135, Section 202 of the federal Americans with Disabilities Act (42 U.S.C. § 12132), and Section 508 of the federal Rehabilitation Act (29 U.S.C. § 794d) and the regulations promulgated thereunder (36 C.F.R. Parts 1193 and 1194) (collectively, the "Accessibility Requirements"). For any Work provided in PDF format, Grantee shall also provide an electronic version in the original electronic format (for example, Microsoft Word or Adobe InDesign).

CARB may request documentation from the Grantee of compliance with the Accessibility Requirements and may perform testing to verify compliance. The Grantee must bring into compliance, at no cost to CARB, any Work by the Grantee or its subcontractors not meeting the Accessibility Requirements. If the Grantee fails to bring its or its subcontractors' Work into compliance with the Accessibility Requirements within five (5) business days of written notice from CARB, or within the time frame specified by CARB in its notice, the Grantee will be responsible for all costs incurred by CARB in bringing the Grantee's or its subcontractors' Work into compliance with the Accessibility Requirements. The Grantee agrees to respond to and resolve any complaint brought to its attention regarding accessibility of deliverables provided under this Grant for a period of one year following delivery of the final deliverable under this Grant.

Deviations from the Accessibility Requirements are permitted only by written consent by CARB.

3. **Assignment:** This grant is not assignable by the Grantee, either in whole or in part, without the consent of CARB in the form of a formal written amendment.
4. **Audit:** Grantee agrees that CARB, the Department of General Services, Department of Finance, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Grant and all State funds received. Grantee agrees to maintain such records for possible audit for a minimum of three (3) years after the term of this Grant is completed, unless a longer period of records retention is stipulated. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include similar right of the State to audit records and interview staff in any Grant or Contract related to performance of this Agreement.
5. **Availability of funds:** CARB's obligations under this Grant Agreement are contingent upon the availability of funds. In the event funds are not available,



the State shall have no liability to pay any funds whatsoever to the Grantee or to furnish any other considerations under this Grant Agreement.

6. **Compliance with law, regulations, etc.:** The Grantee agrees that it will, at all times, comply with and require its contractors and subcontractors to comply with all applicable federal and State laws, rules, guidelines, regulations, and requirements.
7. **Confidentiality:** Except as may be required by the California Public Records Act (California Government Code Section 6250 et seq.), no record which has been designated as confidential by CARB, shall be disclosed by the Grantee. If Grantee believes disclosure of a confidential record may be required under the California Public Records Act, Grantee shall first give CARB written notice of the intent to disclose plus twenty-one (21) days after receipt of the written notice to seek an order preventing disclosure from a court of competent jurisdiction.
8. **Conflict of interest:** The Grantee certifies that it is in compliance with applicable State and/or federal conflict of interest laws.
9. **Disputes:** The Grantee shall continue with the responsibilities under this Grant Agreement during any dispute. Grantee staff or management may work in good faith with CARB staff or management to resolve any disagreements or conflicts arising from implementation of this Grant Agreement. However, any disagreements that cannot be resolved at the management level within 30 days of when the issue is first raised with CARB staff shall be subject to resolution by the CARB Executive Officer, or his designated representative. Nothing contained in this paragraph is intended to limit any of the rights or remedies that the parties may have under law.
10. **Environmental justice:** In the performance of this Grant Agreement, the Grantee shall conduct its programs, policies, and activities that substantially affect human health or the environment in a manner that ensures the fair treatment of people of all races, cultures, and income levels, including minority populations and low-income populations of the State.
11. **Fiscal management systems and accounting standards:** The Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracing of grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of State law or this Grant Agreement. Unless otherwise prohibited by State or local law, the Grantee further agrees that it will maintain separate Project accounts in accordance with generally accepted accounting principles.
12. **Force majeure:** Neither CARB nor the Grantee must be liable for or deemed to be in default for any delay or failure in performance under this Grant

Agreement or interruption of services resulting, directly or indirectly, from acts of God, enemy or hostile governmental action, civil commotion, strikes, government orders, national or state declared pandemics, lockouts, labor disputes, fire, flood, earthquakes or other physical natural disaster. If either party intends to invoke this clause to excuse or delay performance, the party invoking the clause must provide written notice to the other party immediately but no later than within fifteen (15) calendar days of when the force majeure event occurs and reasons that the force majeure event is preventing that party from or delaying that party in performing its obligations under this contract. CARB may terminate this Grant Agreement immediately in writing without penalty in the event Grantee invokes this clause.

If the Grant Agreement is not terminated by CARB pursuant to this clause, upon completion of the event of force majeure, the Grantee must as soon as reasonably practicable recommence the performance of its obligations under this Grant Agreement. The Grantee must also provide a revised schedule to minimize the effects of the delay caused by the event of force majeure. An event of force majeure does not relieve a party from liability for an obligation, which arose before the occurrence of that event.

**13. Governing law and venue:** This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California. CARB and the Grantee hereby agree that any action arising out of this Grant Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California. The Grantee hereby waives any existing sovereign immunity for the purposes of this Grant Agreement.

**14. Grantee's responsibility for work:** The Grantee shall be responsible for work and for persons or entities engaged in work, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Grantee shall be responsible for any and all disputes arising out of its contract for work on the Project, including but not limited to payment disputes with contractors, subcontractors, and providers of services. The State will not mediate disputes between the Grantee and any other entity concerning responsibility for performance of work.

**15. Indemnification:** The Grantee agrees to indemnify, defend and hold harmless the State and the Board and its officers, employees, agents, representatives, and successors-in-interest against any and all liability, loss, and expense, including reasonable attorneys' fees, from any and all claims for injury or damages arising out of the performance by the Grantee, and out of the operation of equipment that is purchased with funds from this Grant Award.

- 16. Independent contractor:** The Grantee, and its agents and employees, if any, in their performance of this Grant Agreement, shall act in an independent capacity and not as officers, employees or agents of CARB.
- 17. Nondiscrimination:** During the performance of this Grant Agreement, the Grantee and its contractors shall not unlawfully discriminate against, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age (over 40), sexual orientation, or veteran or military status, or allow denial of family-care leave, medical-care leave, or pregnancy-disability leave. The Grantee and its contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. The Grantee and its contractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, title 2, section 11000 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a)-(f), set forth in Chapter 5 of Division 4.1 of title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. The Grantee and its contractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. The Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Grant Agreement.
- 18. No third party rights:** The parties to this Grant Agreement do not create rights in, or grant remedies to, any third party as a beneficiary of this Grant Agreement, or of any duty, covenant, obligation or undertaking established herein.
- 19. Ownership:** All information or data received or generated by the Grantee under this Grant Agreement shall become the property of CARB. No information or data received or generated under this Grant Agreement shall be released without CARB approval.
- 20. Personally Identifiable Information:** Information or data that personally identifies an individual or individuals is confidential in accordance with California Civil Code sections 1798, et seq. and other relevant State or Federal statutes and regulations. The Grantee shall safeguard all such information or data which comes into their possession under this Grant Agreement in perpetuity, and shall not release or publish any such information or data.

- 21. Prevailing wages and labor compliance:** If applicable, the Grantee agrees to comply with all of the applicable provisions of the California Labor Code pertaining to Public Works projects (Labor Code Sections 1720-1861) including those provisions requiring the payment of not less than the specified prevailing rate of wages as determined by the Director of the Department of Industrial Relations to workers employed in the performance of this grant. If applicable, the Grantee shall monitor all agreements subject to reimbursement from this Grant Agreement to ensure that the provisions of Labor Code Sections 1720-1861 are being met.
- 22. Professionals:** For projects involving installation or construction services, the Grantee agrees that only licensed professionals will be used to perform services under this Grant Agreement where such services are called for and licensed professionals are required for those services under State law.
- 23. Severability:** If a court of competent jurisdiction holds any provision of this Grant Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of those provisions, will not be affected.
- 24. Termination:** CARB may terminate this Grant Agreement for cause by written notice at any time prior to completion of projects funded by this Grant Award, upon violation by the Grantee of any material provision after such violation has been called to the attention of the Grantee and after failure of the Grantee to bring itself into compliance with the provisions of this Grant Agreement within the time frame set forth by CARB via written notice to the Grantee.
- 25. Timeliness:** Time is of the essence in this Grant Agreement. Grantee shall proceed with and complete the Project in an expeditious manner.
- 26. Waiver of Rights:** Any waiver of rights with respect to a default or other matter arising under the Grant Agreement at any time by either party shall not be considered a waiver of rights with respect to any other default or matter. Any rights and remedies of the State provided for in this Grant Agreement are in addition to any other rights and remedies provided by law.
- 27. Order of Precedence:** In the event of any inconsistency between the articles, exhibits, attachments, specifications or provisions which constitute this Grant Agreement, the following order of precedence shall apply:
- a. Grant Agreement Cover Sheet
  - b. Exhibit A – Grant Provisions
  - c. Exhibit B – Work Statement
  - d. Exhibit D – Grant Solicitation Package

- e. All other Exhibits incorporated into the Grant Agreement as listed on the Grant Agreement Cover Sheet.

## **O. INSURANCE REQUIREMENTS**

The Grantee must comply with all requirements outlined in the (1) General Provisions and (2) Insurance Requirements outlined below. No payments will be made under the grant until the Grantee fully complies with all insurance requirements.

1. General Provisions Applying to All Policies:
  - a. Coverage Term – Coverage needs to be in force for the complete term of the grant. If insurance expires during the term of the grant, a new certificate must be received by the State at least thirty (30) days prior to the expiration of this insurance. Any new insurance must comply with the original grant terms.
  - b. Policy Cancellation or Termination & Notice of Non-Renewal – The Grantee is responsible to notify the Program Administrator within five (5) business days of any cancellation, non-renewal or material change that affects required insurance coverage. New certificates of insurance are subject to the approval of the Department of General Services and the Grantee agrees no work or services will be performed prior to obtaining such approval. In the event that the Grantee fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this grant upon the occurrence of such event, subject to the provisions of this grant.
  - c. Premiums, Assessments, and Deductibles – The Grantee is responsible for any premiums, policy assessments, deductibles or self-insured retentions contained within their insurance program.
  - d. Primary Clause – Any required insurance contained in this grant shall be primary, and not excess or contributory, to any other insurance carried by the State.
  - e. Insurance Carrier Required Rating – All insurance companies must carry an AM Best rating of at least “A-” with a financial category rating of no lower than VI. If the Grantee is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.
  - f. Endorsements – Any required endorsements requested by the State must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.

- g. Inadequate Insurance – Inadequate or lack of insurance does not negate Awardee’s obligations under the grant.
  - h. Satisfying a Self-Insured Retention (SIR) – All insurance required by this contract must allow the State to pay and/or act as the contractor’s agent in satisfying any self-insured retention (SIR). The choice to pay and/or act as the contractor’s agent in satisfying any SIR is at the State’s discretion
  - i. Available Coverages/Limits – All coverage and limits available to the Awardee shall also be available and applicable to the State.
  - j. Use of Subcontractor – In the case of the Grantee’s utilization of Subcontractors to complete the grant scope of work, the Grantee shall include all Subcontractors as insured’s under the Grantee’s insurance or supply evidence of Subcontractor’s insurance to The State equal to policies, coverages, and limits required of the Grantee.
2. Grant Insurance Requirements – The Grantee shall display evidence of the following on a certificate of insurance. After the solicitation is awarded, failure to provide the certificate upon request will result in the termination of the grant. The Grantee must assure the community pilot project(s) funded by the Program Administrator (CARB) fully complies with all insurance requirements before starting the project. The following coverages must be evidenced on the certificate of insurance and all endorsements required must be attached:
- a. Commercial General Liability – The Grantee shall maintain general liability on an occurrence form with limits not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined with a \$2,000,000 annual policy aggregate. The policy shall include coverage for liabilities arising out of premises, operations, independent the Grantees, products, completed operations, personal & advertising injury, and liability assumed under an insured contract or grant. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Grantee’s limit of liability.

**The policy must name “State of California and California Air Resources Board, its officers, agents, and employees as additional insured with respect to liability arising out of work or operations performed by or on behalf of the awardee including any electric bikes and scooters in connection with any such work or operations”.**

- b. Workers Compensation and Employers Liability – The Grantee shall maintain statutory worker’s compensation and employer’s liability coverage for all its employees who will be engaged in the performance of the grant. In addition, employer’s liability limits of \$1,000,000 are required. By signing

this agreement, the Grantee acknowledges compliance with these regulations.

**A Waiver of Subrogation or Right to Recover endorsement in favor of the State of California must be attached to certificate.**

- c. Either policy must name "State of California and California Air Resources Board, its officers, agents, and employees as additional insured with respect to liability arising out of work or operations performed by or on behalf of the awardee including any electric bikes and scooters in connection with any such work or operations." Non-Profit Organization with Volunteers Only (if applicable): A Volunteer Accident Insurance Policy with a limit not less than \$1,000,000. The policy shall contain a waiver of subrogation in favor of the State of California, if such endorsement is available in the open market. Said policy shall be issued by an insurance company with a rating which is acceptable to the Department of General Services, Office of Risk and Insurance Management. CARB reserves the right to review and adjust insurance requirements as necessary during the grant term.
- d. Cyber Liability coverage, with limits not less than \$1,000,000 per occurrence or claim. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Grantee in the grant agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well.

**WORK STATEMENT**

Attachment I – Budget Summary .....B-2  
Attachment II – Task Summary and Details ..... B-3  
Attachment III – Task and Disbursement Schedule .....B-11  
Attachment IV – Key Project Personnel .....B-14



### Attachment I – Budget Summary

Grantee: Solano Transportation Authority (STA)  
 Project: Solano Sustainable Transportation Equity Project (SolSTEP)  
 Grant Number: **STEP-PG-08**

	<b>Total Costs</b>
Project Costs	\$308,962.00
Direct Grant Implementation Costs	\$44,997.59
Indirect Grant Implementation Costs	\$15,000.00
	<b>Total Funding</b>
Total Grant Funds	\$299,997.59
Resource Contribution	\$68,962.00
<b>Total Proposal Funds</b>	<b>\$368,959.59</b>

**Attachment II – Task Summary and Details**

Grantee: Solano Transportation Authority (STA)  
 Project: Solano Sustainable Transportation Equity Project (SolSTEP)  
 Grant Number: **STEP-PG-08**

**Task Summary Table**

<b>Task #</b>	<b>Task Description</b>	<b>STEP Funds Requested</b>	<b>Resource Contribution</b>
1	Proposal Administration	\$59,997.59	\$0
2	Project Initiation and Management	\$46,000.00	\$18,962.00
3	Equity Workgroup Meeting # 1	\$22,000.00	\$0
4	Community Meeting Preparation	\$22,000.00	\$0
5	Vallejo Community Meeting	\$22,000.00	\$0
6	Data Inventory and Implementation Strategies	\$22,000.00	\$0
7	Equity Workgroup Meeting # 2	\$22,000.00	\$0
8	SolSTEP Team Meeting	\$22,000.00	\$0
9	Final CBTP Plan and Pilot Implementation	\$40,000.00	\$50,000.00
10	Community Celebration	\$22,000.00	\$0
	<b>Total</b>	<b>\$299,997.59</b>	<b>\$68,962.00</b>

**Task Details**

**Task 1: Proposal Administration**

Administer the various tasks of the project including participation in meetings with CARB staff; development and implementation of project plans; record-keeping procedures; reporting procedures; and financial tracking and disbursements.

1.1. Meeting and communication with CARB staff

1.1.1. Initial Project Kick-off Meeting: The Grantee’s key project personnel, in collaboration with CARB’s Project Liaison, will plan, conduct, and attend an initial meeting with CARB staff following execution of the Grant Agreement. Topics for discussion may include, but not be limited to, the following:

- a. Project tasks, timelines, and milestones
- b. Project design and community engagement, outreach, and education activities
- c. Content and format for quarterly reports and final reports
- d. Schedule for ongoing coordination meetings
- e. Participant surveys and reporting

f. Other items as necessary

- 1.1.2. Ongoing Project Coordination: Ongoing Grantee coordination and review meetings with the CARB Project Liaison to discuss project status held at least quarterly, as well as a final meeting, or conference call pending CARB Project Liaison approval, held at the conclusion of the project. The Grantee's key project personnel will participate in meetings with CARB staff. Additional meetings may be scheduled at the discretion of the CARB Project Liaison. Meetings may be conducted by phone if deemed appropriate by the CARB Project Liaison. Project coordination and review meetings are the responsibility of the Grantee and should contain:
- a. Agenda for the meeting with online meeting information on provided prior to the meeting
  - b. Discussion of project activities, deliverables, schedule, and milestones
  - c. Discussion of any difficulties encountered since the last project update
  - d. Concerns or questions requiring resolution from CARB
  - e. Notification of any pending disbursement requests
  - f. Scheduling the next project coordination meeting

1.2. Coordinate with other CARB projects (e.g., Access Clean California formerly One Stop Shop, Clean Mobility Options Voucher Pilot Program) where appropriate and as requested by CARB.

1.3. Coordinate with all project partners, including Subgrantees and Community Partners, following the decision-making structure and the governance, legal, and financial relationships set out in the Partnership Structure. This must include:

- a. Regular communication with all Subgrantees, such as check-ins to keep track of progress made and troubleshoot issues encountered. The Grantee is responsible for keeping CARB informed of progress on the project
- b. Regular communication with all Community Partners in a mutually agreed-upon format to share progress and receive feedback on project implementation and design
- c. Accessible public meetings to share progress and receive feedback on project implementation and design
- d. Updates to Community Partners and other community stakeholders on how their feedback is being incorporated into the design and implementation of the project
- e. Incentivize participation of all project partners, including Community Partners, appropriately

1.4. Community engagement. Directly and actively engage community residents

during project implementation to ensure that project design and implementation meet the needs of the residents. The Grantee must:

- a. Ensure that funded activities focus on engaging community residents located or involved in the STEP Community.
  - b. Use community engagement methods recommended in the Community Inclusion Guidance.
  - c. Develop and implement a process for community engagement that maximizes the power of community residents to make decisions about project design and implementation.
  - d. Conduct community engagement activities that help maximize residents' ability to participate, such as translating meetings and materials and scheduling meetings at times that are convenient to community residents.
  - e. Focus on engaging hard-to-reach residents whose interests have historically been under-represented.
  - f. Ensure funded activities include an evaluation of the success of the activities throughout implementation and adapt methods used accordingly, if timeline allows.
  - g. Incentivize community residents appropriately for their time and expertise during their participation in community engagement activities.
  - h. Develop plans for community engagement activities, either as part of the Status Reports or as stand-alone plans.
  - i. Ensure that all community engagement plans have been approved by CARB prior to implementation.
- 1.5. Outreach and education. Conduct outreach and education with community residents to help ensure that identified end users in the community have the knowledge necessary to use new transportation services and to inform their participation in decision-making processes. The Grantee must:
- a. Ensure that funded activities focus on reaching out to or educating community residents located or involved in the STEP Community.
  - b. Use outreach and education methods recommended in the Community Inclusion Guidance.
  - c. Conduct outreach and education activities that meet the needs of the residents, such as translating materials and creating events at times that are convenient to community residents.
  - d. Ensure funded activities include an evaluation of the success of the activities throughout implementation and adapt methods used accordingly.
  - e. Develop plans for outreach and education activities, either as part of the Status Reports or as stand-alone plans.
  - f. Ensure all outreach, education, and press materials and outreach and education plans have been approved by CARB and adhere to the California Climate Investments guidelines, as identified in Exhibit A, Section B of this Grant Agreement, prior to implementation.

- 1.6. Develop Policies and Procedures Manuals. Such documents and process flow charts should describe the Grantee's administrative actions for evaluating and processing project participants and data gathering and reporting for all aspects of the project. Examples include, but are not limited to:
  - a. Organizational charts
  - b. Details on how key project processes are conducted and how associated documentation of data, signatures, and authorizations are gathered and recorded, including, but not limited to:
    - i. Community engagement, outreach, and education
    - ii. Participant information
    - iii. Data collection and reporting
  - c. Develop and maintain accounting procedures to track expenditures by:
    - i. Grant Agreement number
    - ii. Fiscal year
    - iii. Funding source
  - d. Provisions to protect against conflict of interest
  - e. Provisions to protect against fraud, and to identify, respond to, and report if fraud has occurred
  - f. Provisions to protect personally identifiable information
- 1.7. As defined in Exhibit A, Section K, of this grant agreement, establish and maintain records on items that include, but are not limited to, participants and events as follows:
  - 1.7.1. Identify participant data that are confidential and develop measures to keep these data confidential. For example, individuals' physical characteristics, residential address, wage and salary information, driver's license or state-issued ID number, and insurance policy number must be kept confidential
  - 1.7.2. Record the physical address and census tracts of each event location.
  - 1.7.3. Develop a systematic process and schedule to back up database(s) on a daily basis at a minimum.
  - 1.7.4. Develop and enforce security measures to safeguard project database(s).
  - 1.7.5. Store all records in a secured and safe storage facility that maintains confidentiality and provides fire and natural disaster protection.
  - 1.7.6. Retain files during the term of the Grant Agreement plus three years after the grant term expires.

- 1.7.7. Transfer all project records to CARB once the project ends or three years after the grant term expires, whichever comes first.
- 1.8. Document and track expenditures, as defined in Exhibit A, Section G of this Grant Agreement.
- 1.9. As defined in Exhibit A, Section I of this Grant Agreement, report on and assess progress throughout project implementation via the participant and project metrics identified in Appendix H, Status Reports, and the Final Report. The purpose of data collection and reporting is to document and assess the outcomes of each funded project, which may include better understanding the projects' potential future impacts on behavior change, vehicles miles traveled, and equity.
  - 1.9.1. Develop plans for the collection of data and carry out those plans using appropriate metrics and tools. Ensure that all data collection plans have been approved by CARB. CARB will coordinate with the Grantee to identify parameters and determine the most effective mechanism for obtaining information and measures to safeguard confidential individual information. At a minimum, participant metrics should be collected prior to launch of a new project, midway through a project, and at the end for Final Report reporting.
  - 1.9.2. Track and report metrics, such as, but not limited to, the information outlined in Appendix H of the Grant Solicitation Package in Exhibit D. The Grantee must track and report these data at least quarterly.
  - 1.9.3. Participate in third-party research projects as requested by CARB.
  - 1.9.4. Status Reports: Submit numbered status reports accompanying grant disbursement requests to CARB at least quarterly, but may submit on a monthly basis, if necessary, to justify more frequent disbursements with prior approval from CARB. These reports must be approved by CARB and must contain at minimum, in either Microsoft Word or PDF as a single electronic file, the information outlined in Section I of this Grant Agreement.
  - 1.9.5. Final Report: The Final Report must be submitted within 90 days of CARB receiving the draft Final Report or by **February 17, 2024**, whichever comes first. A draft Final Report is due to CARB within 30 days of project completion or by **November 17, 2023**, whichever comes first.
- 1.10. The Grantee will implement the project defined in the Grantee's proposal. Any modifications to or additional design of the project requires written approval from CARB and must incorporate community decision-

making. Project design may include a combination of the elements described in Appendix E of the Grant Solicitation Package in Exhibit D. The project identified in the Grantee's proposal must:

- a. Meet applicable State laws
- b. Meet STEP's objectives, including all of the following:
  - a. Address a community-identified transportation need
  - b. Support increasing access to key destinations
  - c. Facilitate or achieve GHG emission reductions
- c. Meet all requirements specified in Appendix E of the Grant Solicitation
- d. Meet applicable requirements of statutes; applicable State law; the FY 2019-20 Funding Plan; the FY 2019-20 STEP Planning and Capacity Building Grant Solicitation; this Grant Agreement; and all Attachments, Exhibits, and Appendices to this Grant Agreement. The FY 2019-20 Funding Plan for Clean Transportation Incentives is available at: <https://ww2.arb.ca.gov/sites/default/files/2019-09/fy1920fundingplan.pdf>

## **Task 2: Project Initiation and Management**

- 2.1. Create a marketing and outreach strategy, develop and print materials that will inform and engage the community on the SolSTEP Project goals and outcomes.
- 2.2. Create a one-pager about the project and other print materials that will be shared with various community members, stakeholders and youth to promote and bring awareness of the SolSTEP Project.
- 2.3. Create a Pathways Program write-up that will partner with Solano Community College and Club Stride to encourage youth to consider transportation related jobs in Vallejo and throughout Solano County.
- 2.4. Develop communication tools such as a website and social media platforms to promote the SolSTEP Project.
- 2.5. Finalize youth/student work plans, Youth-led Participatory Action Research (YPAR) or participatory trainings scheduled with Club Stride and Solano Community College.
- 2.6. Develop Project Implementation Plan and the Partner's scopes of work which include Club Stride, Solano Community College and the City of Vallejo.

If STA plans to implement any demo projects, they must obtain CARB approval for the project prior to implementation. Depending on the type of project proposed, additional insurance may be required.

## **Task 3: Equity Workgroup Meeting #1**

The purpose of the Equity Chapter Working Group is to assist STA in defining transportation equity for Solano County. The group will receive background information on federal, state and regional history, definitions, laws, policies, and

programs that influence STA's equity planning. It will review STA's recent mobility investments, including comparison with regional equity goals and performance measures. The committee includes staff from diverse organizations and local residents. The SolStep team will work under the guidance of the Equity Working group to collaborate on community driven transportation programs and projects in Vallejo.

- 3.1. Discuss process of the project, Community Based Transportation Plan (CBTP) and garner feedback from the group with an emphasis on youth and community engagement. Review equity guiding principles, discuss pathway program and how SolSTEP team will move forward during the project.
- 3.2. Provide technical assistance and implementation support as part of the equity group meeting.
- 3.3. Support the work of bringing and onboarding youth as part of the committees or team to further the Transportation Career Pathway Program. The goal will be to recruit 4 interns in year 1 and as the program grows, expand to 4 more interns in year 2.
- 3.4. Provide guidance on Vallejo's current transportation system and update the group on any recent changes based on community feedback and post-COVID adjustments.

#### **Task 4: Community Meeting Preparation**

- 4.1. Draft Agenda for CBTP Public Meeting.
- 4.2. Lead the community meeting to share the process and goals of the project with co-leadership among Club Stride and Solano Community College youth if applicable.
- 4.3. Discuss the importance of transportation equity in the community.
- 4.4. Review the current CBTP Plans in Vallejo, gather feedback on projects from the plan or new ones to be added and follow-up with feedback and notes for non-attendees. Partners will be compensated for project outreach, participation in the meetings, and for surveys conducted for project evaluations through available compensation mechanisms such as gift cards or other direct small incentives.
- 4.5. Gather the information from the meeting and prepare it for dissemination.
- 4.6. Update SolSTEP Marketing and Outreach Strategy.

#### **Task 5: Vallejo Community Meeting**

The goal of this meeting is to inform participants about the current transportation system in Vallejo and how the SolSTEP project can help improve it through this community-driven process. To ensure that as many voices are heard during this process, STA will work with Club Stride and the SolStep team to identify community members in Vallejo who aren't able to attend the first meeting. STA will have a list of invitees and reach out to those stakeholders who would provide valuable input were unable to attend. Due to strong relationships with the Vallejo community and partners, STA is hoping to interview people across sectors including community members, youth, government officials and those who have provided transportation feedback in



the past.

- 5.1. Hold community meeting and conduct at least 10 interviews with stakeholders who could not attend the meeting.
- 5.2. Update CBTP Plan with community input and recommendations.
- 5.3. Check-in with Solano Community College and Club Stride on progress on the participatory process and Student Pathway Program.

#### **Task 6: Data Inventory and Implementation Strategies**

STA will evaluate the recommendations for pilot projects and strategies based on the input from partners and the levels of participation and engagement in each project. They will do pre- and post-surveys to gauge participant success and will create a pilot deliverable checklist to ensure each step is met during the process.

- 6.1. Compile all relevant data regarding community needs gathered at meetings including interviews and outreach.
- 6.2. Evaluate how the STEP project is going and make adjustments if needed.
- 6.3. Develop pilot strategies to increase mobility and safety while reducing emissions.
- 6.4. Update CBTP Plan with community input and recommendations.

#### **Task 7: Equity Workgroup Meeting #2**

- 7.1. Share Transportation Career Pathway Program progress.
- 7.2. Discuss ways to fund and expand it if applicable.
- 7.3. Present CBTP updated plan and pilot strategy recommendations and get group's feedback and approval.

#### **Task 8: SolSTEP Team Meeting**

- 8.1. Discuss implementation and prioritization of CBTP in Vallejo.
- 8.2. Present at the Consolidated Transportation Services Agency (CTSA) meeting and STA Board Meeting for approval.
- 8.3. Discuss process for updating CBTPs in other cities focused on equity and continuation of a youth career pathway program in transportation.

#### **Task 9: Final CBTP Plan and Pilot Implementation**

- 9.1. Prepare pilot programs/projects that may have emerged from CBTP process.
- 9.2. STA Staff will convene the SolSTEP team and community to prioritize projects as part of the CBTP plan and pilot implementation strategies.
- 9.3. Serve as the project managers of the program/pilot strategy implementation which will be completed within a 6 months to 1-year timeframe.

#### **Task 10: Community Celebration**

10.1. Hold Celebration Event to thank partners and promote the SolSTEP project amongst stakeholders, youth and community members and the greater Vallejo community.

**EXHIBIT B**

**Attachment III – Task and Disbursement Schedule**

Grantee: Solano Transportation Authority (STA)  
 Project: Solano Sustainable Transportation Equity Project (SolSTEP)  
 Grant Number: **STEP-PG-08**

	<b>Description</b>	<b>Expected Start Date</b>	<b>Expected Completion Date</b>	<b>Deliverables (if applicable)</b>	<b>Request for STEP Funds</b>
Task 1	Program Administration	5/17/21	12/31/21	Quarterly status reports, including project updates, data collected, meeting agendas and notes, and other info requested as part of quarterly reports -Develop a marketing and outreach strategy -Provide a one-pager about the project -Provide a Pathways Program Write-up and Communication tools - Finalized youth/student work plans, YPAR or participatory trainings scheduled - Project Implementation Plan and Partner scopes of work	\$19,999.20
Task 2	Project Initiation and Management	5/17/21	12/31/21	-Roster of SolSTEP Team -Equity Working Group Meeting Agenda -Roster of Attendees	\$46,000.00
Task 3	Equity Working Group Meeting #1	9/1/21	11/1/21		\$22,000.00

	Description	Expected Start Date	Expected Completion Date	Deliverables (if applicable)	Request for STEP Funds
Task 4	Community Meeting Preparation	11/1/21	12/31/21	-Draft Agenda for CBTP Public Meeting -Updated SolSTEP Marketing and Outreach Strategy -Outreach Survey on Youth and Community Engagement	\$22,000.00
Disbursement request #1					\$109,999.20

	Description	Expected Start Date	Expected Completion Date	Deliverables (if applicable)	Request for STEP Funds
Task 1	Program Administration	1/1/22	6/30/22	Quarterly status reports, including project updates, data collected, meeting agendas and notes, and other info requested as part of quarterly reports	\$19,999.20
Task 5	Vallejo Community Meeting	1/1/22	3/31/22	-Final Agenda for CBTP Public Meeting -Interview notes (from stakeholders who could not attend the meeting) -Roster of Attendees	\$22,000.00
Task 6	Data Inventory and Implementation Strategies	1/1/22	6/30/22	Research methodology, all relevant data gathered as part of SolSTEP	\$22,000.00
Task 7	Equity Working Group Meeting #2	4/1/22	6/30/22	Equity Working Group Meeting Agenda, roster of Attendees	\$22,000.00
Disbursement request #2					\$85,999.20

	Description	Expected Start Date	Expected Completion Date	Deliverables (if applicable)	Request for STEP Funds
Task 1	Program Administration	8/1/22	11/17/23	Quarterly status reports, including project updates, data collected, meeting agendas and notes, and other info requested as part of quarterly reports	\$19,999.19
Task 8	SolSTEP Team Meeting	8/1/22	8/30/22	-CTSA and Board Meeting Staff Reports and Agenda -Roster of Attendees	\$22,000.00
Task 9	Revise CBTP Plan and Project Implementation	10/1/22	11/17/23	-Youth CBTP Updated Plan and Project recommendations -Completed Pilot Projects	\$40,000.00
Task 10	Community Celebration	8/1/23	11/17/23	Celebration Event, roster of Attendees	\$22,000.00
	<b>Disbursement request #3</b>		<b>11/17/23</b>		<b>\$103,999.19</b>

**Attachment IV – Key Project Personnel**

Grantee: Solano Transportation Authority (STA)  
 Project: Solano Sustainable Transportation Equity Project (SolSTEP)  
 Grant Number: **STEP-PG-08**

<b>Role and Name of Entity</b>	<b>Personnel Name and Title</b>	<b>Expected Duties</b>
Lead/Grantee  Solano Transportation Authority	Daryl Halls  Executive Director	STA’s Executive Director will provide overall support and oversight to the Program Services Division Manager to ensure project success.
	Lloyd Nadal  Program Services Division Manager	The Program Services Division Manager will provide overall direction, oversight and fiscal management for the project and its partners while working closely with CARB to ensure grant deliverables and compliance.
	Katelyn Costa  Program Coordinator	The Program Coordinator will be the lead coordinator working with all partners on the SolSTEP team and ensuring the day-the-day operations of the grant project.
Sub-grantee  City of Vallejo	Matt Gleason  Transportation Manager	The Transportation Manager for the City of Vallejo will partner with STA Staff as part of the SolSTEP team helping to create a process for transportation equity programs and projects within the City of Vallejo in coordination with their community-based transportation plan (CBTP).
	TBD  Administrative Analyst II	The Administrative Analyst will work closely with STA’s Program Coordinator to align this project with the city’s participatory budgeting process and update and prioritize projects based on input from the community and youth of Vallejo.
Sub-grantee  Solano Community	Rob Diamond  Vice President of Finance and Administration	The Vice President will provide oversight and support representing Solano Community College in initial and follow-up meetings.

<b>Role and Name of Entity</b>	<b>Personnel Name and Title</b>	<b>Expected Duties</b>
College	Lisa Neely Project Manager and Dean of Applied Technology and Business	The Project Manager will work closely with STA Staff and partners as part of the SolSTEP team specifically working to develop a career pathway program that will connect high school and college students to transportation related jobs with Solano County.
Sub-grantee  Club Stride	Dr. Rhonda Renfro Executive Director and Project Manager	The Project Manager will work in partnership with STA, the City of Vallejo and Solano Community College to help co-lead the SolSTEP team. Club Stride, Inc. will outreach to community members and youth from their program and act as key stakeholders in the SolSTEP process providing feedback, perspective and experience being transportation users from the community.
	TBD Administrative Support	Support staff will work directly with youth in Vallejo and use their expertise in marketing and social media to share ideas, practices and policies that can potentially get more youth involved in the SolSTEP process and determining transportation planning for the future.
Community Partner  SolTrans	Mandi Renshaw Program Analyst	As the transit service for the City of Vallejo, the SolTrans Program Analyst will work with STA as a member of the SolSTEP team to help guide and implement transportation equity solutions within the community in Vallejo.
Community Partner  First 5 Solano	Juanita Morales Program Manager	First 5 will support the STA, SolSTEP team and its partners to determine transportation equity projects or programs based on community feedback. They will also be engaging their own community network to gather data on their specific community's needs in Vallejo.
Community	Marianne Butler	The Solano Conservation District will

<b>Role and Name of Entity</b>	<b>Personnel Name and Title</b>	<b>Expected Duties</b>
Partner Solano Resource Conservation District	Environmental Education Director	work closely to create a functional partnership that includes advisory work and community engagement as appropriate.
Community Partner Solano Public Health	Kirbee Brooks Sr. Health Education Specialist	A member of the Solano Public Health equity team will build on the longstanding partnership with STA by participating in the SolSTEP process.
Community Partner Assembly member Tim Grayson	Jana Modena Field Representative for Tim Grayson	A representative will be informed by the SolSTEP team, leveraging their resources to support the career pathway program that will be established between STA, Solano Community College and Club Stride.
Community Partner State Senator Bill Dodd	Lysette Marshman Field Representative for Bill Dodd	A representative will be informed by the SolSTEP team, leveraging their resources to support the career pathway program that will be established between STA, Solano Community College and Club Stride.



**FUNDING AGREEMENT BETWEEN  
SOLANO TRANSPORTATION AUTHORITY AND SOLANO COMMUNITY COLLEGE  
FOR THE CALIFORNIA AIR RESOURCES BOARD (CARB) STEP GRANT**

This Funding Agreement ("Agreement") is entered into as of May 15, 2021 between the Solano Transportation Authority, a joint powers authority organized under Government Code section 6500 et seq. consisting of the County of Solano and the cities of Benicia, Dixon, Fairfield, Rio Vista, Suisun, Vacaville and Vallejo ("STA") and Solano Community College District, a community college district of the State of California referred to as a "Subcontractor" and/or "Party" and collectively as the "Parties" to be effective after the agreement is signed.

**RECITALS**

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

WHEREAS, STA is responsible for programming transportation funds, managing and providing transportation programs and services, delivering transportation projects, and setting transportation priorities; and

WHEREAS, STA and the California Air Resources Board hereinafter "CARB" entered into a Funding Agreement dated May 15, 2021 hereinafter "Master Agreement" providing for STA's receipt, allocation and expenditure of certain CARB Sustainable Transportation Equity Project funds (hereinafter "STEP funds") from CARB; and

WHEREAS, STA is obligated, pursuant to the Master Agreement, to require various commitments from any parties of the CARB STEP funds allocated by STA pursuant to the Master Agreement; and

WHEREAS, the Subcontractor desires to work collaboratively with STA to meet the goals of Project as outlined in this agreement; and

WHEREAS, the Subcontractor is entitled to an allocation of CARB STEP funds upon completion of the Project or various phases thereof.

**AGREEMENT**

NOW THEREFORE, in consideration of the mutual promises set forth in this Agreement, the Parties agree as follows:

**A. STA agrees to:**

1. Administer the various tasks of the SolSTEP project including participation in meetings with CARB staff; development and implementation of project plans; record-keeping procedures; reporting procedures; and financial tracking and disbursements;

2. Coordinate with Solano Community College following the decision-making process and the governance, legal, and financial relationships set out in the Partnership Structure;
3. Initiate ongoing communication with Solano Community College such as check-ins to keep track of progress made, troubleshoot issues encountered, and garnering community feedback on project implementation and design;
4. Incentivize participation of project partners, including community and youth partners, as stated in the project budget; and
5. Ensure all outreach, education, and press materials and outreach and education plans have been approved by CARB and adhere to the California Climate Investments guidelines.

**B. Solano Community College agrees to:**

1. Participate as a member of the SolSTEP team attending calls, meetings and events listed on the overall scope of work and serve as key stakeholders in the process providing feedback, perspective, and guidance on the overall project;
2. Coordinate with STA and Club Stride on developing a Transportation Career Pathway Program preferably within Solano Community College's current Internship Program focusing on creating pathways for transportation-related jobs in Vallejo and throughout Solano County.
3. Identify Solano Community College student(s) interested in being a part of a paid internship with the SolSTEP team and Transportation Career Pathway Program. The student would be shadowed by STA and/or SolTrans staff and provided with the knowledge necessary to inform on potential transportation programs and projects that will better serve their community;

**C. Joint Responsibilities**

1. Both parties agree to participate and work collaboratively on the SolSTEP Project along with all the SolSTEP partners, stakeholders and parties;
2. STA and Solano Community College will also work together to:
  - a. Co-develop Transportation Pathway Program guidelines including timeline and determining appropriate stipends and incentives to encourage ongoing participation of the project;
  - b. Conduct and develop outreach and marketing activities to promote the SolSTEP Project when necessary;
  - c. Ensure project activities include an evaluation of the success of the activities throughout implementation and adapt methods used accordingly.

#### **D. Payment**

STA agrees to compensate Solano Community College \$25,000 for Project Manager and Administrative staff support as outlined in the SolSTEP Project budget and scope of work. In accordance with the STA/CARB Master Agreement, STA will receive its first grant disbursement on December 31, 2021. Solano Community College will invoice work completed based on the number of hours until the total amount is exhausted.

STA has also budgeted \$76,424 to support community and youth stipends which will be determined appropriately in collaboration with Solano Community College. and allocated after December 31, 2021 until funds are exhausted.

#### **E. Terms of the Agreement**

This Agreement shall begin on the date signed by subcontractor and STA, and remain in effect until **November 17, 2023** or until funding is exhausted, unless it is terminated or amended earlier as stipulated in this Agreement. This Agreement may also be terminated due to funding shortfalls or other unforeseen event(s), as mutually agreed to by the Parties.

#### **F. Indemnification**

Each party shall indemnify, defend, protect, hold harmless, and release the other, their elected bodies, officers, agents, and employees, from and against all claims, losses, proceedings, damages, causes of action, liability, costs, or expense (including attorneys' fees and witness costs) arising from or in connection with, or caused by any negligent act or omission or willful misconduct of such indemnifying party. This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages or compensation payable to or for the indemnifying party under workers' compensation acts, disability benefit acts, or other employee benefit acts. STA will require the subcontractor to indemnify each party for work performed on that specific Party's behalf.

#### **G. Insurance**

1. Each Party agrees to maintain its status as a legally self-insured public entity for general, auto and professional liability insurance coverage with limits of no less than \$1,000,000 per occurrence and no less than fifteen million dollars (\$15,000,000) aggregate. Each Party's insurance will be considered primary for all claims arising out of acts of that Party. Each Party agrees to endorse the other Party, its officials, employees and agents, using standard ISO endorsement No. CG2010 or its equivalent for general liability coverage. Each Party also agrees to require all consultant, contractors and subcontractors engaged to work on this Project to name the other Party as an additional insured as well.
2. Each Party will maintain Workers' Compensation as required by law for all its employees with limits not less than \$1,000,000 per occurrence. Neither Party's insurance shall be called upon to satisfy any claim for workers' compensation filed by an employee of the other Party. Each

Party will provide the other with a Waiver of Subrogation endorsement for Workers Compensation. Each Party also agrees to require all consultants, contractors and subcontractors engaged to work on this Project to carry the same Workers Compensation insurance limits and endorsements.

3. Each Party will require all consultants, contractors, and subcontractors engaged to work on this Project to carry insurance in levels commensurate with the exposure of the respective work provided by the consultant, contractor or subcontractor.

#### **H. No Waiver**

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

#### **I. Assignability**

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

#### **J. Governing Law and Venue**

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

#### **K. Force Majeure**

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

#### **L. Notices**

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

#### **M. Subcontracts**

Within the funds allocated by the Parties under this Agreement, any Party may be authorized to contract for any and all of the tasks necessary to undertake the projects or studies contemplated by this Agreement. Agencies must follow federal procedures in selecting consultants.

#### **N. Prior Agreements and Amendments**

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

#### **O. Severability**

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

#### **P. Compliance with all Laws**

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

#### **Q. Non-Discrimination Clause**

1. During performing this Agreement, the Parties and their subcontractors shall deny no benefits or privileges to any person on the basis of race, religion, color, ethnic group identification, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age, sex or sexual orientation, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, ethnic group identification, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age, sex or sexual orientation. Each Party shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

2. The Parties shall comply with Title VI of the Civil Rights Act of 1964, the Fair Employment and Housing Act (Government Code section 12900, et seq.), the regulations promulgated under it (Title 2, California Code of Regulations, section 7285.0, et seq.), Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (sections 11135-11139.5) and any state or local regulations adopted to implement the foregoing, as such statutes and regulations may be amended from time to time.

**SOLANO TRANSPORTATION AUTHORITY**

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

**SOLANO COMMUNITY COLLEGE**

By: \_\_\_\_\_  
Dr. Celia Esposito-Noy, SCC President

**APPROVED AS TO FORM**

By: \_\_\_\_\_  
STA Legal Counsel

By: \_\_\_\_\_  
SCC Legal Counsel

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

**TO: Members of the Governing Board**

**SUBJECT: CONTRACT WITH STERLING COMPUTERS CORPORATION  
 FOR COMPUTER LAB UPDATE**

**REQUESTED ACTION:**

Information    OR     Approval  
 Consent        OR     Non-Consent

**SUMMARY:**

Board approval is requested for the purchase of 44 computers to update an instruction lab. This purchase was made using the 2020-2021 Federal Perkins allocation.

A copy of the contract is attached.

**STUDENT SUCCESS IMPACT:**

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

<i>Ed Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact: \$57,445.26 Perkins Funds</i>
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**SUPERINTENDENT'S RECOMMENDATION:**       **APPROVAL**       **DISAPPROVAL**  
 **NOT REQUIRED**       **TABLE**

Robert V. Diamond  
 Vice President, Finance & Administration

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

**ADDRESS**

(707) 864-7209

**TELEPHONE NUMBER**

Robert V. Diamond  
 Vice President, Finance & Administration

**VICE PRESIDENT APPROVAL**

June 30, 2021

**DATE SUBMITTED TO  
 SUPERINTENDENT-PRESIDENT**

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

July 21, 2021

**DATE APPROVED BY  
 SUPERINTENDENT-PRESIDENT**



Sterling Computers Corporation  
 PO Box 1995  
 303 Centennial Dr  
 North Sioux City, SD 57049  
 (605) 242-4000

**INVOICE**

FED ID: 95-4634907 | DUNS: 938836541

**Invoice Number** 00389486  
**Invoice Date** June 21, 2021  
**Invoice Due Date**

**Order Number** P0210803  
**Salesperson** Chris Frost

**Sold To**

Solano Community College  
 Accounts Payable  
 accountspayable@solano.edu  
 Fairfield, CA

**Ship To**

Measure Q Science Bldg-Kimo  
 4000 Suisun Valley Road  
 Bldg 1900  
 Fairfield, CA

Customer P.O.	FOB	Terms
P0210803	Destination	Net 30

CLIN	Quantity	Part Number	Description	Unit Price	Amount
1	44	210-AVLS	OptiPlex 7480 All-in-One XCTO	\$1,179.00	\$51,876.00
2	44	338-BVCD	10th Generation Intel Core i7-10700 (8-Core, 16MB Cache, 2.9GHz to 4.8GHz, 65W)	\$0.00	\$0.00
3	44	619-AHKN	Win 10 Pro 64 English, French, Spanish	\$0.00	\$0.00
4	44	370-AFIX	16GB (1x16GB) DDR4 non-ECC Memory	\$0.00	\$0.00
5	44	400-BEUR	M.2 512GB PCIe NVMe Class 40 Solid State Drive	\$0.00	\$0.00
6	44	490-BBFG	Intel Integrated Graphics, Dell OptiPlex	\$0.00	\$0.00
7	44	329-BEVL	7480 AIO 23.8" FHD 1920x1080 IPS Non-Touch Anti-Glare, Camera, Integrated Graphics, Bronze 160w PSU	\$0.00	\$0.00
8	44	450-AAOJ	System Power Cord (Philippine/TH/US)	\$0.00	\$0.00
9	44	555-BFQU	Intel Wi-Fi 6 AX201, Dual-band 2x2 802.11ax with MU-MIMO + Bluetooth 5.1	\$0.00	\$0.00
10	44	575-BBRC	OptiPlex All-in-One Basic Stand, All-in-One	\$0.00	\$0.00
11	44	580-AISH	Dell KM636 Wireless Keyboard&Mouse (Blk)	\$0.00	\$0.00
12	44	570-AADI	Mouse included with Keyboard	\$0.00	\$0.00
13	44	658-BBRB	Waves Maxx Audio	\$0.00	\$0.00
14	44	658-BEOK	Dell SupportAssist OS Recovery Tool	\$0.00	\$0.00
15	44	658-BEQP	Dell Optimizer	\$0.00	\$0.00
16	44	387-BBLW	ENERGY STAR Qualified	\$0.00	\$0.00
17	44	329-BBJL	Trusted Platform Module (Discrete TPM Enabled)	\$0.00	\$0.00
18	44	391-BBDM	Non-Touch LCD, Dell OptiPlex AIO	\$0.00	\$0.00
19	44	997-6870	Dell Limited Hardware Warranty Plus Service	\$0.00	\$0.00
20	44	997-6872	Onsite/In-Home Service After Remote Diagnosis 3 Years	\$0.00	\$0.00
21	44	CA Waste Fee	CA Waste Fees	\$5.00	\$220.00
22	1	210-AVOQ	OptiPlex 5080 Micro XCTO	\$927.00	\$927.00
23	1	338-BVDG	10th Generation Intel Core i7-10700T (8-Core, 16MB Cache, 2.0GHz to 4.5GHz, 35W)	\$0.00	\$0.00
24	1	619-AHKN	Win 10 Pro 64 English, French, Spanish	\$0.00	\$0.00

Please Remit To:  
**Sterling Computers**  
 PO Box 310359  
 Des Moines, IA 50331-0359  
 Routing: 104000058 Acct: 2426483182

Sterling is considered a small business and as such falls under the Prompt Pay FAR clause. We would greatly appreciate your assistance in processing our invoice for payment within 15 days, in compliance with this FAR clause. Please see the following link for more information related to this clause:

<https://www.whitehouse.gov/sites/default/files/omb/memoranda/2012/m-12-16.pdf>





Sterling Computers Corporation  
 PO Box 1995  
 303 Centennial Dr  
 North Sioux City, SD 57049  
 (605) 242-4000

**INVOICE**

FED ID: 95-4634907 | DUNS: 938836541

25	1	370-AFIX	16GB (1x16GB) DDR4 non-ECC Memory	\$0.00	\$0.00
26	1	400-BEUR	M.2 512GB PCIe NVMe Class 40 Solid State Drive	\$0.00	\$0.00
27	1	329-BEVF	OptiPlex 5080 Micro, 35W	\$0.00	\$0.00
28	1	450-AHYZ	130 Watt AC Adapter	\$0.00	\$0.00
29	1	450-AAZN	System Power Cord (Philippine/U)	\$0.00	\$0.00
30	1	555-BFPV	Internal Wireless Antennas	\$0.00	\$0.00
31	1	555-BFRK	Intel Wi-Fi 6 AX201, Dual-band 2x2 802.11ax with MU-MIMO + Bluetooth 5.1	\$0.00	\$0.00
32	1	580-AISH	Dell KM636 Wireless Keyboard&Mouse (Blk)	\$0.00	\$0.00
33	1	570-AADI	Mouse included with Keyboard	\$0.00	\$0.00
34	1	658-BBRB	Waves Maxx Audio	\$0.00	\$0.00
35	1	658-BEOK	Dell SupportAssist OS Recovery Tool	\$0.00	\$0.00
36	1	658-BEQP	Dell Optimizer	\$0.00	\$0.00
37	1	387-BBLW	ENERGY STAR Qualified	\$0.00	\$0.00
38	1	329-BBJL	Trusted Platform Module (Discrete TPM Enabled)	\$0.00	\$0.00
39	1	520-AARC	Speaker for OptiPlex MFF	\$0.00	\$0.00
40	1	804-9043	Dell Limited Hardware Warranty Plus Service	\$0.00	\$0.00
41	1	804-9044	Onsite/In-Home Service After Remote Diagnosis 3 Years	\$0.00	\$0.00

<b>Net Order</b>	<b>\$53,023.00</b>
<b>Sales Tax</b>	<b>\$4,422.26</b>
<b>TOTAL</b>	<b>\$57,445.26</b>

Please Remit To:  
**Sterling Computers**  
 PO Box 310359  
 Des Moines, IA 50331-0359  
 Routing: 104000058 Acct: 2426483182

Sterling is considered a small business and as such falls under the Prompt Pay FAR clause. We would greatly appreciate your assistance in processing our invoice for payment within 15 days, in compliance with this FAR clause. Please see the following link for more information related to this clause:  
<https://www.whitehouse.gov/sites/default/files/omb/memoranda/2012/m-12-16.pdf>

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

**TO: Members of the Governing Board**

**SUBJECT: CONTRACT WITH REMIND101, INC. FOR MESSAGING SERVICES**

**REQUESTED ACTION:**

- Information    OR     Approval  
 Consent        OR     Non-Consent

**SUMMARY:**

The Board is being asked to approve a one-year agreement with Remind101, Inc. for messaging services. The annual cost for the 2021-2022 fiscal year is \$34,400. Service to begin 7/1/2021 to 6/30/2022.

The Services will include:

- Remind Base Plan
- Premium Feature: LMS Integrations

*CONTINUED ON NEXT PAGE*

**STUDENT SUCCESS IMPACT:**

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

<i>Government Code:</i> <i>N/A</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact: \$34,400</i>
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**SUPERINTENDENT'S RECOMMENDATION:**       **APPROVAL**       **DISAPPROVAL**  
 **NOT REQUIRED**       **TABLE**

Robert V. Diamond  
 Vice President, Finance & Administration

**PRESENTER'S NAME**

4000 Suisun Valley Road  
 Fairfield, CA 94534

**ADDRESS**

707 864-7209

**TELEPHONE NUMBER**

Robert V. Diamond  
 Finance & Administration

**VICE PRESIDENT APPROVAL**

June 30, 2021

**DATE SUBMITTED TO  
 SUPERINTENDENT-PRESIDENT**

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

July 21, 2021

**DATE APPROVED BY  
 SUPERINTENDENT-PRESIDENT**

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

**TO: Members of the Governing Board**

**SUBJECT: CONTRACT WITH REMIND101, INC. FOR MESSAGING SERVICES**

**REQUESTED ACTION:**

Information    OR     Approval  
 Consent        OR     Non-Consent

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**SUMMARY:**

*CONTINUED FROM PREVIOUS PAGE*

The Services will include:

- Premium Feature: Advanced Messaging
- Premium Feature” SIS Sync

The Staff recommends approval of this proposal.

Attached is the scope of work.

This contract will be paid from Federal CARES funds and the General Fund.



# RENEWAL ORDER FORM

P.O. Box 1077  
San Ramon, CA 94583  
United States

**Quote Number:** Q-30164  
**Valid Until:** 6/30/2021

## Customer Information:

### SOLD TO:

Customer Name Solano Community College  
Contact Name Jim Petromilli  
Address 4000 Suisun Valley Rd  
Fairfield, CA 94534  
USA  
Email jim.petromilli@solano.edu  
Phone

### BILL TO:

Contact Name Handel Malone  
Address 4000 Suisun Valley Rd  
Fairfield, CA 94534  
USA  
Email accountspayable@solano.edu  
Phone (707) 864-7167

## Renewal Order Form Summary:

Renewal Start Date	7/1/2021	Renewed Contract #	00005170
Renewal End Date	6/30/2022	Payment Terms	Net 30
Auto Renew	No	Currency	USD

Product	Quantity	Unit Amount*	Line Item Amount
Remind Base Plan	20,000	\$1.38	\$27,600.00
Premium Feature: LMS Integrations	20,000	\$0.00	\$0.00
Premium Feature: Advanced Messaging	20,000	\$0.34	\$6,800.00
Premium Feature: SIS Sync	20,000	\$0.00	\$0.00
			<b>Renewal Term Charge: \$34,400.00</b>

\*The Unit Amount shown above has been rounded to two decimal places for display purposes. As many as eight decimal places may be present in the actual price. The totals for this order were calculated using the actual price, rather than the Unit Amount displayed above, and are the true and binding totals for this order

## Terms and Conditions:

- PARTIES:** This Order Form (the "Order Form") is entered into by and between Remind101, Inc. ("**Remind**") and Solano Community College (the "**School**" or "**Customer**") as of the School's date of signature below (the "**Order Form Effective Date**").
- AGREEMENT:** This Order Form hereby includes, incorporates and shall be governed by the terms and conditions of the Remind School Plan Standard Agreement located at <https://www.remind.com/school-agreement> (together with the Order Form, the "**Agreement**"). Unless otherwise stated in this Order Form, all terms defined in the Agreement shall have the same meaning in this Order Form. If there is an inconsistency or conflict between the terms and conditions of

this Order Form and the Agreement, the terms of this Order Form shall control with respect to the subject matter of this Order Form.

- 3 **SERVICES, FEES & PAYMENT:** Unless noted otherwise above, Customer will be invoiced at the start of the service period for the Initial Term Charge, plus any additional applicable taxes.
- 4 **AUTO-RENEWAL:** This Order Form shall remain in full force and effect from the Order Form Effective Date through the Services End Date.

**Other Notes:**

**Additional Terms:**

SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board  
SUBJECT: MEASURE Q BOND PROJECT INITIATION – EARLY  
LEARNING CENTER EXPANSION

**REQUESTED ACTION:**

- Information OR  Approval  
 Consent OR  Non-Consent

**SUMMARY:**

Board approval is requested for initiation of the Early Learning Center Expansion Project. Work done as part of this project includes the expansion the child development center program.

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: \$2.5 million Measure Q Bond Funds
-----------	---------------	---

SUPERINTENDENT’S RECOMMENDATION:  APPROVAL  DISAPPROVAL  
 NOT REQUIRED  TABLE

Lucky Lofton  
Executive Bonds Manager

PRESENTER’S NAME

4000 Suisun Valley Road  
Fairfield, CA 94534

ADDRESS

(707) 863-7855

TELEPHONE NUMBER

Robert V. Diamond  
Vice President, Finance and Administration

VICE PRESIDENT APPROVAL

July 9, 2021

DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT

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

July 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 – EARLY  
LEARNING CENTER EXPANSION**

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**SUMMARY:**

*CONTINUED FROM THE PREVIOUS PAGE*

The Early Learning Center was added to the Fairfield Campus in the 1990's. On December 2, 2020, the Board approved the 2020 Facilities Master Plan, which included the need for additional space as demand and funding have grown.

The Board is asked to approve the initiation of the Early Learning Center Expansion Project as described in the attached Project Initiation Form.



# RENEWAL ORDER FORM

P.O. Box 1077  
San Ramon, CA 94583  
United States

**Quote Number:** Q-30164  
**Valid Until:** 6/30/2021

IN WITNESS WHEREOF, by signature below of duly authorized representatives, the parties have caused this Order Form to be executed as of the Order Form Effective Date.

**Remind101, Inc.**

**Solano Community College**

Signature:	Signature:
Name: Order Form Signatures	Name: JimPetromilli
Title:	Title:
Date:	Date:







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

<b>Campus:</b>	Fairfield _____	<b>Date:</b>	07/21/21 _____
<b>Building Name(s):</b>	N/A _____	<b>Project No.:</b>	TBD _____
<b>Project Name:</b>	Early Learning Center Expansion _____		
<b>Project Scope:</b>	<u>The Early Learning Center Program is outgrowing its existing facility that includes a large multi-classroom / administrative building, play yards for multiple age groups, and a portable building dedicated to pre-school age children. Work done under this project will be to expand the child development center in order to provide care for an additional ~40 children. The project includes the following components: design and construction.</u>		
<b>Project Cost Estimate:</b>	\$ 2,500,000 _____	<b>Building Square Footage:</b>	3,840 _____
<b>Construction Cost Estimate:</b>	\$ 1,925,000 _____	<b>Construction Cost/Sq. Ft.:</b>	N/A _____
<b>Funding Source(s):</b>	Measure Q Bond Funds _____		
<b>Design Consultant:</b>	HMR Architects _____		
<b>Design Start Date:</b>	August 2021 _____		
<b>Construction Start/End Schedule:</b>	April 2022 / November 2022 _____		
<b>Delivery Method:</b>	Design-Bid-Build _____		
<b>Comments:</b>	Project is part of the February 17, 2021 Board approved Measure Q Bond Spending Plan. _____		
<b>KCEM Project Manager</b>	Noe Ramos _____		
<b>Submitted by:</b>	_____ Priscilla Meckley Program Director, Kitchell CEM		
<b>PROJECT AUTHORIZATION</b>			
	_____ Priscilla Meckley Program Director Kitchell CEM	_____ Lucky Lofton 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: APPROVAL OF CONTRACT CHANGE ORDER #15 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 #15 to the Contract with BHM Construction, Inc. (BHM), the general contractor for the Fairfield Library/Learning Resource Center (LLRC) Project. On October 16, 2019 the Board approved a contract with BHM 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

<i>Ed. Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact: \$96,948.00 State and Measure Q Funds</i>
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**SUPERINTENDENT'S RECOMMENDATION:**       **APPROVAL**       **DISAPPROVAL**  
 **NOT REQUIRED**       **TABLE**

Lucky Lofton  
 Executive Bonds Manager

---

**PRESENTER'S NAME**

4000 Suisun Valley Road  
 Fairfield, CA 94534

---

**ADDRESS**

(707) 863-7855

---

**TELEPHONE NUMBER**

Robert V. Diamond  
 Vice President, Finance and Administration

---

**VICE PRESIDENT APPROVAL**

July 9, 2021

---

**DATE SUBMITTED TO  
 SUPERINTENDENT-PRESIDENT**

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

July 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 #15 TO BHM  
CONSTRUCTION, INC. FOR THE FAIRFIELD  
LIBRARY/LEARNING RESOURCE CENTER PROJECT**

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**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:

- Credit for surveillance equipment deleted from project at request of SCCD IT;
- Added TV Studio cabling not clearly identified in drawings;
- Additional framing not clearly detailed in drawings;
- Added work due to conflicts between interior soffits and BRB (buckling-restrained brace) frames;
- Additional duct supports and duct due to conflicts from relocation of mechanical units;
- Credit for duct detectors and fire dampers deleted from project;
- Cost for acoustical ceiling attachments not detailed in drawings;
- Additional layer of studs required for skylight framing by manufacturer;
- Soffit and framing changes to accommodate insulated ductwork;
- Code-required jockey pump control panel for fire pump;
- District-requested Walltalker trim and marker trays;
- Additional cost due to fire-rated wall/structural wall not clearly detailed at tiered seating;
- Added hardware to lower acoustical ceiling due to ductwork conflicts;
- Elevator screen required by manufacturer
- Approved baseline schedule dated 05/01/2021 appends to PCO No. 21.5 in Change Order #13.

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
\$1,932,859.02	Previously Approved Change Orders (14)
\$96,948.00	Proposed Change Order #15
<u>\$32,308,907.02</u>	NEW Contract Amount, Including Change Order #15

The Board is asked to approve this Change Order #15 to BHM Construction, Inc., in the amount of \$96,948.00 resulting in a new contract amount of \$32,308,908.02

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 # 15  
Project Number: 19-009  
Date: 21-Jul-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:**

<u>PCO No.</u>		
78.1	Credit for surveillance equipment deleted from project at request of SCCD IT	(\$9,622.00)
104.3	Added TV Studio cabling not clearly identified in drawings	\$8,434.00
111	Additional framing not clearly detailed in drawings	\$7,695.00
132	Added work due to conflicts between interior soffits and BRB frames	\$1,790.00
143	Additional duct supports and duct due to conflicts from relocation of mechanical units	\$41,806.00
146	Credit for duct detectors and fire dampers deleted from project	(\$17,143.00)
148	Cost for acoustical ceiling attachments not detailed in drawings	\$30,521.00
151	Additional layer of studs required for skylight framing by manufacturer	\$1,163.00
152	Soffit and framing changes to accommodate insulated ductwork	\$3,772.00
153	Code required jockey pump control panel for fire pump	\$3,932.00
154	District requested walltalker trim and marker trays	\$1,936.00
155.1	Additional cost due to Fire rated wall/structural wall not clearly detailed at tiered seating	\$9,615.00
156	Added hardware to lower acoustical ceiling due to ductwork conflicts	\$2,305.00
157	Elevator screen required by manufacturer	\$10,744.00
Schedule	Approved baseline schedule dated 05/01/2021 appends to PCO 21.5 in Change Order #13	\$0.00

**TOTAL COST OF CHANGE ORDER**

**Add** \$123,713.00  
**Deduct** (\$26,765.00)  
**\$96,948.00**

**FINAL CHANGE ORDER AMOUNT:**

---

Original Contract Sum: \$ 30,279,100.00  
Total Change By Previous Change Order: \$ 1,932,859.02  
Contract Sum Prior to This Change Order: \$ 32,211,959.02  
Original Contract Sum will be Increased by This Change Order: \$96,948.00  
The New Contract Sum Including This Change Order Will Be: \$ 32,308,907.02  
The New Contract Completion Date Will Be: 4/13/2022  
Contract Time Will Be Unchanged by This Change Order: X  
The Date Of Substantial Completion As Of This Change Order Is: 8/27/2021

CM: \_\_\_\_\_

Swinerton Management and Consulting  
260 Townsend St dreet  
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 DEVELOPMENT GROUP, INC.  
FOR INFORMATION TECHNOLOGY  
IMPLEMENTATION SERVICES FOR THE  
LIBRARY/LEARNING RESOURCE CENTER PROJECT**

**REQUESTED ACTION:**

Information    OR     Approval  
 Consent        OR     Non-Consent

**SUMMARY:**

Board approval is requested for award of a contract to Development Group, Inc. for the Library/Learning Resource Center Project. The scope of work includes all necessary infrastructure required for the upgrade and continued operation of the district data center servers.

*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 upgraded data center infrastructure for continuity of future operation

<i>Ed. Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact: \$587,617.71 State and Measure Q Funds</i>
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<b>SUPERINTENDENT'S RECOMMENDATION:</b>	<input checked="" type="checkbox"/> APPROVAL <input type="checkbox"/> DISAPPROVAL <input type="checkbox"/> NOT REQUIRED <input type="checkbox"/> TABLE
<hr/> <p>Lucky Lofton Executive Bonds Manager</p> <hr/> <b>PRESENTER'S NAME</b>	
<hr/> <p>4000 Suisun Valley Road Fairfield, CA 94534</p> <hr/> <b>ADDRESS</b>	<hr/> <p>Celia Esposito-Noy, Ed.D. Superintendent-President</p>
<hr/> <p>(707) 863-7855</p> <hr/> <b>TELEPHONE NUMBER</b>	
<hr/> <p>Robert V. Diamond VP, Finance &amp; Administration</p> <hr/> <b>VICE PRESIDENT APPROVAL</b>	<hr/> <p>July 21, 2021</p> <hr/> <b>DATE APPROVED BY</b>
<hr/> <p>July 16, 2021</p> <hr/> <b>DATE SUBMITTED TO</b>	<hr/> <b>SUPERINTENDENT-PRESIDENT</b>
<hr/> <b>SUPERINTENDENT-PRESIDENT</b>	

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

**TO: Members of the Governing Board**

**SUBJECT: CONTRACT AWARD TO DEVELOPMENT GROUP, INC.  
FOR INFORMATION TECHNOLOGY  
IMPLEMENTATION SERVICES FOR THE  
LIBRARY/LEARNING RESOURCE CENTER PROJECT**

---

**SUMMARY:**

*CONTINUED FROM THE PREVIOUS PAGE*

A proposal was requested from Development Group, Inc. 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 Pacific Lift and Equipment Co. Inc. in the amount of \$587,617.71.

Uninterruptible Power System Equipment \$421,526.84  
Installation Services \$44,013.94  
Cisco System Equipment and Software. \$88,874.72

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

**TO: Members of the Governing Board**

**SUBJECT: FIVE YEAR CONSTRUCTION PLAN**

**REQUESTED ACTION:**

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

**SUMMARY:**

Board approval is requested for the 2023-27 Five Year Construction Plan. Each year the District is required to submit a Five Year Construction Plan to the California Community College Chancellor’s Office. The Plan provides a list of current and proposed capital construction projects, including those supported by local funds like Measure Q and those supported with a combination of State and local funds. The Board is asked to approve the attached Five Year Construction Plan.

**STUDENT SUCCESS IMPACT:**

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

<i>Ed. Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact: None</i>
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**SUPERINTENDENT’S RECOMMENDATION:**                       **APPROVAL**                       **DISAPPROVAL**  
 **NOT REQUIRED**                       **TABLE**

Lucky Lofton  
 Executive Bonds Manager

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

**ADDRESS**  
  
 (707) 863-7855

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

**VICE PRESIDENT APPROVAL**  
  
 July 9, 2021

**DATE SUBMITTED TO  
 SUPERINTENDENT-PRESIDENT**

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

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



*Solano Community College  
District*

2023-2027  
Five Year Construction Plan  
(2023-2024 First Funding Year)

July 1, 2021

FY2023 - FY2027 FIVE YEAR CAPITAL OUTLAY PLAN  
(FY2023 - 2024) FIRST YEAR FUNDING

**Solano Community College District**

Prepared in reference to the Community College Construction Act of 1980

and

approved on behalf of the local governing board for submission to  
the office of the Chancellor, California Community Colleges

*Signed* \_\_\_\_\_

Dr. Celia Esposito-Noy  
(Chief Executive Officer or their designee)

*Title* \_\_\_\_\_ Superintendent/President

*Date* \_\_\_\_\_ 06/01/2021

*Contact* \_\_\_\_\_ Lucky Lofton

*Telephone* \_\_\_\_\_ 707-863-7855

*Date Received at Chancellor's Office:*

\_\_\_\_\_

*Chancellor's Office Reviewed by:*

\_\_\_\_\_

Notice of Approval

# Fusion

## Inventory of Land

### Planning

### Solano Community College District (280)

List the address and acreage of every land unit owned by the district (Education Code 81821(e)). Please identify all locations, both on-campus and off-campus, grouped according to their "parent" institution. In the event the list is long or complicated, please substitute copies of college bulletins or other notices to the public which display similar information. The list should be current as of October the prior year.

Address	Acreage
<b>Belvedere</b>	6.28
1400 Sonata Drive Vallejo, CA 94591	
<b>Nut Tree Aeronautics Facility</b>	0
251 County Airport Rd Vacaville, CA 94688	
<b>Nut Tree Aeronautics Parcel</b>	5.97
1691 E. Monte Vista Ave Vacaville, CA 94688	
<b>Solano Community College</b>	190.11
4000 Suisun Valley Rd Fairfield, CA 94534-4017	
<b>Vacaville Annex</b>	4.32
2000 North Village Parkway Vacaville, CA 95688-8805	
<b>Vacaville Center</b>	60
2001 North Village Parkway Vacaville CA 95688	
<b>Vallejo Center</b>	9.82
545 Columbus Parkway Vallejo, CA 94591-3873	
<b>Vallejo Center Automotive Technology Center</b>	9.26
1687 North Ascot Parkway Vallejo, CA 94591	
<b>Total Acreage:</b>	<b>285.76</b>

### Legislative Districts

Campus	Assembly	Senate	House
Solano College	11	3	3
Vacaville Center	11	3	3
Vallejo Center	14	3	5

# Fusion

## Instructional Delivery Load

### Planning

#### Solano Community College District (280)

##### Address

**Buckingham Charter Magnet School**

188-B Bella Vista Rd  
Vacaville, CA 95687

**California Medical Facility (CMF)**

1600 California Drive  
Vacaville, CA 95696

**California State Prison-Solano (CSPS)**

2100 Peabody Road  
Vacaville, CA 95696

**Claybank Detention Facility**

2500 Bank Road  
Fairfield, CA 94533

**Dixon Fire Training Center**

205 Ford Way  
Dixon, CA 95620

**Nut Tree Aeronautics Facility**

251 County Airport Rd  
Vacaville, CA 94688

**Solano Community College**

4000 Suisun Valley Rd  
Fairfield, CA 94534-4017

**Travis Air Force Base Education Office**

530 Hickam Ave.  
Fairfield CA 94535

**Vacaville Annex**

2000 North Village Parkway  
Vacaville, CA 95688-8805

**Vacaville Center**

2001 North Village Parkway  
Vacaville CA 95688

**Vallejo Center**

545 Columbus Parkway  
Vallejo, CA 94591-3873

**Vallejo Center Automotive Technology Center**

1687 North Ascot Parkway  
Vallejo, CA 94591

**Winters High School**

101 Grant Ave.  
Winters, CA 95694

# Fusion

## District Projects Priority Order (2021-2027)

### Planning

### Solano Community College District (280)

No. Project	Schedule of Funds									
	Campus	Source	Total Cost	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28
<b>1 Library Building 100 Replacement</b>										
Solano College										
Occupancy: 2021-22	STATE:	\$16,641,000								
Net ASF: -6,691	DISTRICT:	\$19,592,000								
<b>2 Early Learning Center Expansion</b>										
Solano College										
Phases E										
Occupancy: 2022-23	STATE:	\$0	\$0							
Net ASF: 4,239	DISTRICT:	\$2,500,000	\$150,000							
<b>3 Performing Arts - Phase II Addition</b>										
Solano College										
Phases P,W Phases C Phases E										
Occupancy: 2026-27	STATE:	\$0			\$0	\$0	\$0			
Net ASF: 13,400	DISTRICT:	\$12,033,151			\$825,601	\$10,001,993	\$1,205,557			
<b>4 Aeronatics/Workforce Deveolpment Center</b>										
Vacaville Center										
Phases W Phases C,E										
Occupancy: 2028-29	STATE:	\$0					\$0	\$0		
Net ASF: 5,474	DISTRICT:	\$2,084,730					\$200,000	\$1,784,730		
<b>5 Building 1600 - Career Technology Building Renovation</b>										
Solano College										
Occupancy: 2034-35	STATE:	\$0								
Net ASF: 0	DISTRICT:	\$0								
<b>6 Student Success Center/LRC</b>										
Vacaville Center										
Phases P Phases W										
Occupancy: 2030-31	STATE:	\$0					\$0	\$0		
Net ASF: 0	DISTRICT:	\$1,200,000					\$50,000	\$75,000		
<b>7 Bldg. 300 Renovation for Reuse</b>										
Solano College										
Occupancy: 2034-35	STATE:	\$0								
Net ASF: 0	DISTRICT:	\$0								
<b>8 Student Success Center/LRC</b>										
Vallejo Center										
Occupancy: 2034-35	STATE:	\$0								
Net ASF: 0	DISTRICT:	\$0								
<b>9 Career Technology Building</b>										
Vallejo Center										
Occupancy: 2034-35	STATE:	\$0								
Net ASF: 0	DISTRICT:	\$0								
<b>10 Vocational Complex (Building 1800) Renovation</b>										
Solano College										
Phases P,W Phases C,E										
Occupancy: 2027-28	STATE:	\$13,592,480			\$1,072,582	\$12,519,898				
Net ASF: -205	DISTRICT:	\$4,401,470			\$406,428	\$3,995,042				
<b>11 Modernize B1400</b>										
Solano College										
Phases P,W Phases C,E										
Occupancy: 2027-28	STATE:	\$0				\$0	\$0			
Net ASF: 0	DISTRICT:	\$4,000,000				\$400,000	\$3,600,000			
<b>12 On Campus Housing</b>										
Solano College										
Phases P,W Phases C,E										
Occupancy: 2025-26	STATE:	\$0			\$0	\$0				
Net ASF: 0	DISTRICT:	\$500,000			\$0	\$500,000				

**13 HVAC and COVID Ready Modernization**

Vacaville Center		Phases C,E,W	
Occupancy: 2022-23	<b>STATE:</b>	\$0	\$0
Net ASF: 10,000	<b>DISTRICT:</b>	\$2,000,000	\$1,980,000

---

**14 Agriculture (Horticulture)**

Solano College	
Occupancy: 2030-31	<b>STATE:</b> \$0
Net ASF: 0	<b>DISTRICT:</b> \$1,371,000

---

**15 Theater Building 1200 Renovation**

Solano College	
Occupancy: 2017-18	<b>STATE:</b> \$0
Net ASF: 45	<b>DISTRICT:</b> \$0

---

<b>GRAND TOTALS</b>		<b>2021-22</b>	<b>2022-23</b>	<b>2023-24</b>	<b>2024-25</b>	<b>2025-26</b>	<b>2026-27</b>	<b>2027-28</b>	
	<b>STATE:</b>	\$30,233,480	\$0	\$0	\$0	\$1,072,582	\$12,519,898	\$0	\$0
	<b>DISTRICT:</b>	\$49,682,351	\$2,130,000	\$0	\$825,601	\$10,908,421	\$5,850,599	\$3,675,000	\$1,784,730

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

**TO: Members of the Governing Board**

**SUBJECT: UTILITY CART ORDER TO NICK’S CUSTOM GOLF &  
UTILITY VEHICLES FOR THE FACILITIES  
DEPARTMENT**

**REQUESTED ACTION:**

Information    OR     Approval  
 Consent        OR     Non-Consent

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**SUMMARY:**

Board approval is requested for a utility cart purchase order to Nick’s Custom Golf & Utility Vehicles for six (6) electric utility carts and accessories to be utilized by the Facilities Department. Nick’s Custom Golf & Utility Vehicles pricing is based on the US Communities Cooperative Purchase Agreement #EV2671-01-Club Car.

The Board is asked to approve a utility cart order to Nick’s Custom Golf & Utility Vehicles in the amount of \$85,867.40.

**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 new equipment that supports classrooms and related college facilities

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<i>Ed. Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact: \$85,867.40</i>
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**SUPERINTENDENT’S RECOMMENDATION:**                       APPROVAL                       DISAPPROVAL  
 NOT REQUIRED                       TABLE

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Lucky Lofton  
Executive Bonds Manager

---

**PRESENTER’S NAME**

---

4000 Suisun Valley Road  
Fairfield, CA 94534

---

**ADDRESS**

---

(707) 863-7855

---

**TELEPHONE NUMBER**

---

Robert V. Diamond  
Vice President, Finance and Administration

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**VICE PRESIDENT APPROVAL**

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July 7, 2021

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**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

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

---

July 7, 2021

---

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

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

**TO: Members of the Governing Board**

**SUBJECT: HEAVY CONSTRUCTION EQUIPMENT ORDER TO  
GARTON TRACTOR, INC. FOR THE FACILITIES  
DEPARTMENT**

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**SUMMARY:**

*CONTINUED FROM THE PREVIOUS PAGE*

The utility carts will provide Facilities personnel a versatile tool to improve efficiency, productivity and response times while performing a variety of duties on campus. Utility carts are also the most sustainable approach to transporting at night, eliminating the need for personal passenger gas vehicles. In addition to increased efficiency and improving sustainability, utility carts are also the safest approach while traveling within the inner campus, protecting the District from a variety of liability exposures.

The Board is asked to approve a contract to Nick's Custom Golf & Utility Vehicles in the amount of \$85,67.40.

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





**AMENDMENT 2**  
**To**  
**GRANT SUB-AGREEMENT BETWEEN**  
**SOLANO COMMUNITY COLLEGE DISTRICT**  
**AND**  
**SAN LUIS OBISPO COUNTY COMMUNITY COLLEGE DISTRICT**

This Amendment to the Grant Sub-agreement (“Agreement”) for the Department of Defense Office of Economic Adjustment (OEA) California Advanced Supply Chain Analysis and Diversification Effort (CASCADE) project dated the 20<sup>th</sup> day of March, 2020 by and between Solano Community College District, (“District”) and San Luis Obispo County Community College District on behalf of Cuesta College (“Contractor”), (together, “Parties”) extends the end date of the Term of the agreement and completion of the internship project from 6/30/21 to 11/30/21. The due date for the final report/invoice shall also be extended from 6/30/21 to 11/30/21.

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

Dated: \_\_\_\_\_,2021

Dated: \_\_\_\_\_,2021

**Solano Community College District**

**San Luis Obispo County  
Community College District**

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

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

Print Name: Dr. Celia Esposito-Noy

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

Print Title: Superintendent/President

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

**AMENDMENT 2**  
**To**  
**GRANT SUB-AGREEMENT BETWEEN**  
**SOLANO COMMUNITY COLLEGE DISTRICT**  
**AND**  
**CONTRA COSTA COMMUNITY COLLEGE DISTRICT**

This Amendment to the Grant Sub-agreement (“Agreement”) for the Department of Defense Office of Economic Adjustment (OEA) California Advanced Supply Chain Analysis and Diversification Effort (CASCADE) project dated the 22<sup>nd</sup> day of January, 2020 by and between Solano Community College District, (“District”) and Contra Costa Community College District on behalf of Diablo Valley College (“Contractor”), (together, “Parties”) extends the end date of the Term of the agreement and completion of the internship project from 6/30/21 to 11/30/21. The due date for the final report/invoice shall also be extended from 6/30/21 to 11/30/21.

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

Dated: \_\_\_\_\_, 2021

Dated: \_\_\_\_\_, 2021

**Solano Community College District**

**Contra Costa Community College District**

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

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

Print Name: Dr. Celia Esposito-Noy

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

Print Title: Superintendent/President

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

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

**TO: Members of the Governing Board**

**SUBJECT: LABSTER SOFTWARE SITE LICENSE FOR STUDENT  
INTERACTIVE SCIENCE LABS**

**REQUESTED ACTION:**

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

**SUMMARY:**

Governing Board approval is requested to purchase a site license for Labster Software. Labster provides fully interactive advanced lab simulations based on mathematical algorithms that support open-ended investigations. Approval of this purchase will benefit students by providing high-quality virtual simulations helping them to visualize scientific concepts and practice laboratory skills. The software site license covers science labs for the 2021-2022 Academic Year. The cost is \$19,490 through the CCC Systemwide Technology Access Collaborative.

**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: \$19,490</i>
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**SUPERINTENDENT'S RECOMMENDATION:**       **APPROVAL**       **DISAPPROVAL**  
 **NOT REQUIRED**     **TABLE**

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

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

**ADDRESS**

707 864-7117

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

Vice President, Academic Affairs

**VICE PRESIDENT APPROVAL**

June 9, 2021

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

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

July 21, 2021

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

# Systemwide Technology Access Collaborative (STAC)

The California Community Colleges Chancellor's Office (Chancellor's Office), in an effort to expand support for the community colleges during the COVID-19 pandemic, has collaborated with the California Virtual Campus - Online Education Initiative (CVC) and the Foundation for California Colleges' CollegeBuys program to centralize access and procurement of online education tools at a time when most of our instructional and student support services are delivered virtually. With this intent, the CCC Systemwide Technology Access Collaborative (STAC) was created, informed by CVC expertise in the community college digital environment, and CollegeBuys experience in securing special contract pricing for our system. The purpose of STAC is to leverage greater economies of scale that lead to expanded cost savings by centrally coordinating procurements of online education tools.

To participate in STAC Districts/Colleges should:

1. **Complete** the attached Order Form by selecting the online tools you are seeking to purchase through STAC along with the quantities needed. If multiple department heads are purchasing, please collaborate and submit only one order form. Order Forms are due by June 15, 2021.
2. **Submit** the Order Form to STAC via email: [collegebuys@foundationccc.org](mailto:collegebuys@foundationccc.org). For STAC to accept an Order Form, the form must be signed. Services purchased through STAC within the purchasing window will be active between July 1, 2021–June 30, 2022 or unless otherwise specified.
3. **Receive and Approve** the quote will be issued by STAC (not-to-exceed pricing). In response to the quote the District will provide a Purchase Order. Once all STAC purchases are aggregated, invoices will be issued and reflect final pricing for selected services.

**Please note** that pricing reflected on the Order Form is not-to-exceed (NTE) pricing, and may get reduced further depending on the system's economies of scale. This is the value STAC aims to deliver, and updated pricing will be reflected in the invoice provided by CollegeBuys, on behalf of STAC. Colleges unable to participate in STAC (i.e. the Purchasing Window has closed) may continue to purchase online tools through the supplier contracts in place at the not-to-exceed cost provided on the Order Form.

## **Purchasing Collaborative Procurement Window**

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**Fiscal Year: 2022**

**Coverage Period: July 1, 2021–June 30, 2022**

**Procurement Window: Now through June 15, 2021**

**Order Form Deadline: June 15, 2021**

**Invoice Deadline (Issued by CollegeBuys, on behalf of STAC): No later than June 25, 2021**

**Purchase Order Deadline: July 2, 2021**

# Systemwide Technology Access Collaborative (STAC)

## CollegeBuys.org

*Brought to you by the*  
FOUNDATION for CALIFORNIA COMMUNITY COLLEGES

### ORDER FORM

STAC partnerships and pricing information are provided below. These partnerships are CVC and/or CollegeBuys partners that have demonstrated efficacy within the community college environment and are committed to partner-level engagement. **Pricing provided below is the maximum not-to-exceed pricing and may be lowered once all participating colleges' information is aggregated** (i.e. pricing will be renegotiated based on our compiled systemwide volume). Participating colleges should select providers for their needs, and complete the yellow sections below for the coverage period: **July 1, 2021, to June 30, 2022**. By signing, participating colleges accept service provider terms and conditions as secured by the Foundation (links to provider terms and conditions are provided below) in accordance with California Public Contract Codes [20651](#) and/or [20652](#), and [20661](#). Colleges may withdraw participation at any time within the procurement window without issue. Additional supplier purchasing agreements are available outside of the STAC order form. Please visit the [FoundationCCC CollegeBuys website](#) for an overview of all our 140+ supplier partnerships.

District Name: **Order for Entire District**

College Name: **Order for Individual College**

### **Participating College Authorized Representative – Executing Order Signature**

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Participating College Representative Name:

Participating College Representative Email Address:

Participating College Representative Phone Number:

Participating Agency Representative Signature:

Date (Also serves as Order Date):

### **Secondary Representative** (Optional or As Needed)

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Secondary College Agency Representative Name:

Secondary College Agency Representative Email Address:

Secondary College Agency Representative Phone Number:

### **Purchase Order Information**

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Please return the signed order form and Purchase Order to Ryan Rivera, [collegebuys@foundationccc.org](mailto:collegebuys@foundationccc.org), Foundation for California Community Colleges, Attn: CollegeBuys, 1102 Q Street, Suite 4800, Sacramento, CA 95811

Purchase Order Number (Attach PO to submission if available):

Invoice Before July 1, 2021

Invoice After July 1, 2021

Participating College Purchase Order Instructions:  
(College specific payment processing instructions)

Total Cost, Fully Burdened:

## Content Accessibility and Alternate Media Formats

---

### Blackboard

[Blackboard Contract](#)

#### Ally (Content Accessibility)

Blackboard Ally is a revolutionary product that focuses on making digital course content more accessible. For implementation support, please contact [support@cvc.edu](mailto:support@cvc.edu).

*Ordering Instructions - Verify by Total FTES*

*Using [Datamart](#) – Populate step by step instructions*

- 1) Select State - District-College – District or College (Purchasing for entire District or College)*
- 2) Select District - College – Select your District or College*
- 3) Select Term - Annual Option – Select Annual Search*
- 4) Select Term - Annual (Most Current)*
- 5) In the Report Area locate Total FTES - Input Total FTES in FTES Quantity*

**FTES Quantity:**

**College Implementation Contact:**

**Price per FTES: \$1.50**

**Contact Email:**

**Total:**

#### 24/7 IT Help Desk (Add-on Service)

The IT Help Desk by Blackboard partners with higher education institutions to support universal technology applications. For add-on campus specific pricing contact Stephanie Major at [stephanie.major@blackboard.com](mailto:stephanie.major@blackboard.com).

**FTES Quantity:**

**College Implementation Contact:**

**Price per FTES: \$3.97**

**Contact Email:**

**Setup Service Fee (\$12,500.00):**

**Recurring Technology Bundle Price: \$9,500.00**

**Total (FTE Pricing, Setup Fee & Recurring Bundle Price):**

## Virtual Science Labs

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### Labster

Provides fully interactive advanced lab simulations based on mathematical algorithms that support open-ended investigations. For implementation support, please contact [support@cvc.edu](mailto:support@cvc.edu).

**Site License FTES Quantity:**

**College Implementation Contact:**

**Site License Cost per FTES: \$2.80**

**Contact Email:**

**Individual License FTES Quantity:**

**Individual License Cost per License: \$17.50**

**Total:**

## Online Student Services Delivery

---

### Zoom

Helps students connect with tutors, professors, advisors, or other classmates in a frictionless environment to get more done. No Cost to CCCs through June 30, 2022 via CCC TechConnect. For implementation support, please contact [support@ccctechconnect.org](mailto:support@ccctechconnect.org).

## Educational Software and Technology

---

### Adobe Creative Cloud (Digital Arts)

Creative Cloud gives you the world's best apps and services for video, design, photography, and the web.

**Pricing: \$79.98 per license (12-months)**

*12-months or pro-rated up to July 15th, 2022. Non-conforming license extensions will be billed at \$6.67 per month.*

License Quantity:

College Implementation Contact:

Cost per License: \$79.98

Contact Email:

Total:

### California Connects (Internet and Hotspots)

An exclusive offer for the California Community Colleges. Replace your home internet, connect the whole family.

Hotspot Quantity (LinkZone 2):

Subscription Quantity:

Cost per Hotspot: \$99.99

Cost per Subscription: \$19.99 per month

Total Device Cost:

Total Subscription Cost:

Total:

College Implementation Contact:

Contact Email:

### Esri

[Esri Contract](#)

Esri offers education solutions covering a variety of GIS (Geographic Information System) topics for new and advanced users as well as for those somewhere in between.

**Pricing: \$2,500 per campus license (12-months)**

*Non-STAC contract pricing is \$3,000 per campus license (\$500 discount when ordered through STAC)*

*Multi college districts should purchase a license per college. Each license provides 10 Administrative Users.*

License Quantity:

College Implementation Contact:

Cost per License: \$2,500

Contact Email:

Total:



## Name Pronunciation, Gender Identification, and Virtual Commencement

---

### NameCoach

[NameCoach Contract](#)

Promotes equity, inclusion, and sense of belonging critical to student success and persistence.

*Ordering Instructions - Verify by Total FTES*

*Using [Datamart](#) – Populate step by step instructions*

- 1) Select State - District-College – District or College (Purchasing for entire District or College)*
- 2) Select District - College – Select your District or College*
- 3) Select Term - Annual Option – Select Annual Search*
- 4) Select Term - Annual (Most Current)*
- 5) In the Report Area locate Total FTES - Input Total FTES in FTES Quantity*

### Classroom Connect

Easily enable audio name pronunciations, gender pronouns, and other core identity information throughout campus systems.

#### Pricing: \$0.80 per FTES (12-months)

Quantity:

College Implementation Contact:

Cost per FTES: \$0.80

Contact Email:

Total:

### Virtual Commencement

All inclusive pricing (student photos, degree mentions, custom slides, and ceremony hosting included).

#### Pricing: \$5,000.00 per Campus (12-months)

Quantity:

College Implementation Contact:

Cost per Campus: \$5,000.00

Contact Email:

Total:

## Online Tutoring Platform and Services

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### Link-Systems International

[Link-Systems International Contract](#)

#### NetTutor (Online Tutoring)

A “whenever-the-need-arises” access policy makes tutoring available to students 24 hours a day, every day of the year.

#### Pricing: \$23.00 per HOUR (12-months) (Quantity beyond college’s allocations)

*Non-STAC contract pricing is \$28.75 per hour*

*All colleges will receive an allocation of NetTutor hours from the CVC. When completing the Order Form, colleges should only enter the anticipated number of NetTutor hours in excess of allocations. To obtain allocation information, please refer to the [CVC website](#).*

Hours Quantity:

College Implementation Contact:

Cost per Hour: \$23.00

Contact Email:

Total:

#### Pisces (Online Tutoring and Collaboration Platform)

Online Collaboration Tool for Academic Support and Student Services.

No Cost to CCCs through June 30, 2022 via CVC. For implementation support, please contact [support@cvc.edu](mailto:support@cvc.edu).

College Implementation Contact:

Contact Email:

## Student Communication, Engagement and Online Advising

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### EesySoft

#### [EesySoft Contract](#)

Helping Faculty and Students Use Educational Technology. Drive digital transformation at every level of your institution. Cost varies by institution size.

#### Pricing for 12-months

<b>Active Users</b>	<b>Annual Tiers</b>	<b>Active User Tier Pricing:</b>
<999	\$5,400.00	
1,000 to 1,999	\$8,955.00	<b>Setup Service Fee (\$3,000.00):</b>
2,000 to 4,999	\$13,050.00	
5,000 to 9,999	\$17,100.00	<b>Online Training - 4 hours (\$1,200.00):</b>
10,000 to 14,999	\$25,650.00	
15,000 to 19,999	\$34,200.00	<b>Total (Pricing Tier Fee &amp; One-Off Costs):</b>
20,000 to 29,999	\$40,500.00	
30,000 to 59,999	\$51,300.00	<b>College Implementation Contact:</b>
60,000 to 79,999	\$68,400.00	
<b>Per Institution, One-off Costs (Initial Year)</b>		
<b>Service</b>	<b>Price</b>	<b>Contact Email:</b>
One-Off Setup Service	\$3,000.00	
One-Off Online Training (4 hours)	\$1,200.00	

### Pronto

#### [Pronto Contract](#)

Communication hub created to connect students via chat and video, so they can learn faster, work smarter, and communicate seamlessly.

#### Price \$1.50 per FTES (12-months)

*Non-STAC contract pricing is \$2.75 per FTES*

*Ordering Instructions - Verify by Total FTES*

*Using [Datamart](#) – Populate step by step instructions*

- 1) Select State - District-College – District or College (Purchasing for entire District or College)*
- 2) Select District - College – Select your District or College*
- 3) Select Term - Annual Option – Select Annual Search*
- 4) Select Term - Annual (Most Current)*
- 5) In the Report Area locate Total FTES - Input Total FTES in FTES Quantity*

<b>FTES Quantity:</b>	<b>College Implementation Contact:</b>
<b>Cost per FTES: \$1.50</b>	<b>Contact Email:</b>
<b>Total:</b>	

## Student Integrity and Plagiarism

---

### Ouriginal (Urkund)

[Urkund Contract](#)

Supports academic and institutional integrity initiatives by delivering a fully automated system for checking text originality and preventing plagiarism.

**Pricing: \$1.00 per FTE (12-months)**

FTE Quantity:

College Implementation Contact:

Cost per FTE: \$1.00

Contact Email:

Total (\$1,500 Minimum):

### Proctorio

[Proctorio Contract](#)

Not just proctoring. A Comprehensive Learning Integrity Platform.

**Pricing: \$14.00 per FTE (12-months)**

*Non-STAC contract pricing is \$15.00 per FTE*

*(Min. Quantity 500 FTE)*

FTE Quantity:

College Implementation Contact:

Cost per FTE: \$14.00

Contact Email:

Total:

## Turnitin

### [Turnitin Contract](#)

Promotes academic integrity, streamline grading and feedback, and improve outcomes across educational levels and content areas.

*Ordering Instructions for all Turnitin Services - Verify by Total FTES*

*Using [Datamart](#) – Populate step by step instructions*

- 1) Select State - District-College – District or College (Purchasing for entire District or College)*
- 2) Select District - College – Select your District or College*
- 3) Select Term - Annual Option – Select Annual Search*
- 4) Select Term - Annual (Most Current)*
- 5) In the Report Area locate Total FTES - Input Total FTES in FTES Quantity*

## VeriCite SimCheck

SimCheck, the go-forward plagiarism solution for VeriCite customers, brings the features you loved about VeriCite and combines them with a scalable cloud-based platform, a modern interface, and intuitive user experience.

SimCheck is only available to schools licensing VeriCite who are looking to migrate to a similar feature set.

### Price \$1.21 per FTES (12-months)

After this STAC purchasing window, price will increase to \$1.27 per FTES.

<b>FTES Quantity:</b>	<b>Total (FTES Cost, Onboarding and Training, and Annual Service Fee):</b>
<b>Cost per FTES: \$1.21</b>	
<b>Optional Onboarding and Training (\$500):</b>	<b>College Implementation Contact:</b>
<b>Annual Service Fee: \$1,500.00</b>	<b>Contact Email:</b>

## Similarity

Plagiarism prevention trusted by educators worldwide.

### Price \$2.50 per FTES (12-months)

After this STAC purchasing window, price will increase to \$2.62 per FTES.

<b>FTES Quantity:</b>	<b>Total (FTES Cost, Onboarding and Training, and Annual Service Fee):</b>
<b>Cost per FTES: \$2.50</b>	
<b>Optional Onboarding and Training (\$500):</b>	<b>College Implementation Contact:</b>
<b>Annual Service Fee: \$1,500.00</b>	<b>Contact Email:</b>

## Originality

The new standard in academic integrity.

### Price \$3.30 per FTES (12-months)

After this STAC purchasing window, price will increase to \$3.46 per FTES.

<b>FTES Quantity:</b>	<b>Total (FTES Cost, Onboarding and Training, and Annual Service Fee):</b>
<b>Cost per FTES: \$3.30</b>	
<b>Optional Onboarding and Training (\$1,500):</b>	<b>College Implementation Contact:</b>
<b>Annual Service Fee: \$1,500.00</b>	<b>Contact Email:</b>

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

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

**SUBJECT:** **TOURO UNIVERSITY CALIFORNIA AND SOLANO  
COMMUNITY COLLEGE SCHOLARSHIP PROGRAM  
AGREEMENT**

**REQUESTED ACTION:**

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

**SUMMARY:**

A scholarship program agreement between Touro University California (TUC) and Solano Community College is being presented for review and approval by the Governing Board. Approval of this agreement grants eligible SCC Nursing Program students a scholarship rate of \$820 per credit hour for the first two-unit (2) course in the ADN to MSN Program, resulting in a total scholarship of \$1,640. SCC will provide outreach to potential students and include TUC 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: None</i>
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**SUPERINTENDENT’S RECOMMENDATION:**                       **APPROVAL**                       **DISAPPROVAL**  
 **NOT REQUIRED**                       **TABLE**

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

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

**ADDRESS**  
707 864-7117

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

**VICE PRESIDENT APPROVAL**  
June 23, 2021

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

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

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

**Touro University California**  
**Solano Community College Scholarship Program Agreement**

This Agreement is entered into by and between Touro University California (TUC), with its principal place of business located at 1310 Club Drive, Vallejo, CA 94592 and Solano Community College (Partner) with its principal place of business located at 4000 Suisun Valley Rd, Fairfield, CA 94534. This Agreement refers to TUC 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.** TUC and Partner wish to enter into an agreement in which in return for the promises contained herein TUC shall offer a scholarship to Partner’s students subject to the terms of this Agreement. The scholarship shall apply to Partner’s nursing students enrolled in the ADN to MSN program (the “Program”) at TUC.

**Performance by Partner.** Partner shall work with TUC 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 scholarship. Partner shall also provide any additional services that may be listed in Exhibit A to this Agreement.

**Performance by TUC.** TUC shall provide the content, instruction, and academic oversight of the Program including concurrent enrollment requirements, course requirements, and requirements for matriculation. TUC 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 its terms. 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 Program 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**

**TOURO UNIVERSITY CALIFORNIA**

**SOLANO COMMUNITY COLLEGE**

By: *Lisa May Norton*

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

Print Name: Lisa May Norton \_\_\_\_\_

Print name: David Williams

Title: Dean \_\_\_\_\_

Title: Vice President, Academic Affairs

Date: 5/11/2021 \_\_\_\_\_

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

**EXHIBIT A**  
**Performance of Services by TUC and Solano Community College**

TUC offers content, instruction, and academic oversight of the scholarship program for the ADN to MSN program through the TUC School of Nursing.

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

TUC Requirements Include:

1. TUC shall grant eligible Partner potential students a scholarship rate of \$820 per credit hour for the first two-unit (2) course in the ADN to MSN Program, resulting in a total scholarship of \$1,640. This Partner Scholarship shall be available as long as this Agreement is in place and student maintains eligibility in the ADN to MSN Program.
2. The (2) unit course may be taken by first and second-year SCC nursing students in the summer session between first and second years, the summer after graduation, or during the regular fall session after graduation. Following successful completion of the course and graduation from the SCC nursing program, the student may apply and be accepted to the TUC SON, ADN to MSN program.
3. TUC reserves the right to change the pricing in its ADN to MSN Program at any time and the Partner Scholarship will be applied only as an offset to tuition.
4. The Partner Scholarship applies to all Partner eligible students who apply to TUC for the ADN to MSN program on or after the effective date of this Agreement. TUC shall provide a welcome page to Partner for students interested in learning more about the TUC scholarship program with Partner.
5. TUC shall provide marketing literature and informational sessions in collaboration with Partner to promote the Scholarship Program and support student educational goals. TUC shall also include the Scholarship Program in its general marketing efforts and, at the request of Partner, shall conduct periodic marketing efforts specifically targeted at potential students for the Scholarship Program. TUC shall also conduct all necessary public relations activities designed to enhance and further the status and reputation of the Scholarship Program with Partner's prior consent, and which consent shall not be unreasonably withheld.
6. TUC shall provide an Admissions Counselor as a primary contact and Partner resource for information and events.
7. TUC will provide all necessary student advisement to ensure student success during the Application for the Scholarship Program and necessary coordination with Partner processes.

Partner Requirements Include:

1. Partner shall announce the formation of the alliance with TUC to appropriate students and shall work with TUC to communicate to appropriate students the benefits of the Scholarship Program offered by TUC.
2. Partner shall provide communication to known intenders for the Scholarship Program to TUC and will include TUC in recruitment efforts.
3. Partner shall allow access to present information regarding the Scholarship Program with TUC to Partner students via information meetings as appropriate when there are groups of students interested in pursuing the Scholarship Program.
4. Partner shall also work with TUC 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 notify TUC of Scholarship student acceptances, withdrawals, leave of absences, suspensions, or failures as related to student groups/cohorts that may affect student progress in the TUC required coursework.
6. Partner will identify / designate point of contact for the Scholarship Program to provide coordination with TUC appointed personnel on administrative, advising, and student service support to partner students.



**EXHIBIT B**  
**Solano Community College & Touro University California**

Course #	ADN to MSN	
	Fall Semester	Units
NRSC XXX	Current Issues in Professional Nursing & Writing in the Discipline	2
NRSC XXX	Introduction to Evidence-based Practice & Informatics	3
NRSC XXX	Leadership in Professional Nursing	3
NRSC 602	Community Health Nursing	3
NRSC 603	Community Health Nursing Clinical (90 hours for PHN certification)	2
	Spring Semester	
NRSC 604	Advanced Physical	3
NRSC 607	Assessment Advanced Pharmacology	3
NRSC 608	Advanced Pathophysiology	3
NRSC 605	Leadership in Health Care Systems	2
NRSC 606	Nurse Leader Role: Leadership Role (45 hours)	1
	Session 3 Summer Semester	
NRSC 609	Evidence Based Practice & Informatics	2
NSC 611	Resource Management in Health Care	2
NRSC 612	Nurse Leader Role: Care management (45 hours)	1
NRSC 614	Epidemiology/Population Statistics	2
	Session 4 Fall Semester	
NRSC 610	Health Care Policy and Ethics	3
NRSC 613	Health Promotion Risk Reduction	3
NRSC 615	Nurse Leader role: Education & Outcomes Improvement (90 hours)	2
	Session 5 Fall Semester	
NRSC 616	Nurse Leader Role Synthesis	3
NRSC 617	Nurse Leader Role Immersion (220 Hours)	3
	<b>Total Units</b>	<b>46</b>

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

**TO: Members of the Governing Board**  
**SUBJECT: JFK Community-Base Counseling Services Agreement**

**REQUESTED ACTION:**

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

**SUMMARY:** The JFK MOU will provide on-going free and confidential therapy to Solano students. The MOU is inclusive to cover the selection of the JFK Wellness Counselors assigned to Solano, required clinical supervision of the therapy process and coordination and implementation of Wellness workshops. JFK staff will screen students for appropriateness of services and the Wellness Counselors then contacts the student to introduce them to the therapy process and schedule them for therapy sessions.

**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> \$22,945
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**SUPERINTENDENT’S RECOMMENDATION:**       **APPROVAL**             **DISAPPROVAL**  
 **NOT REQUIRED**             **TABLE**

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

**PRESENTER’S NAME**

4000 Suisun Valley Road  
 Fairfield, CA 94534

**ADDRESS**

(707) 864-7159

**TELEPHONE NUMBER**

Shannon C. Cooper Psy.D.

**VICE PRESIDENT APPROVAL**

June 24, 2021

**DATE SUBMITTED TO  
 SUPERINTENDENT-PRESIDENT**

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

July 21, 2021

**DATE APPROVED BY  
 SUPERINTENDENT-PRESIDENT**

This Community-Based Program Services Agreement (the “Agreement”) is entered into effective September 1, 2021 – September 15, 2022 (the “Effective Date”) between John F. Kennedy School of Psychology at NATIONAL UNIVERSITY, a California nonprofit, public benefit corporation as part of the National University System, “University” and **Solano Community College** (“Affiliate”) located at 4000 Suisun Valley Rd., Bld. 400 – Counseling, Fairfield, CA 94534-4017.

#### RECITALS

**Whereas**, National University is a private institution of higher education accredited by the WASC Senior College and University Commission (“WSCUC”) offering PsyD and MFT programs to its students.

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

**Whereas**, Affiliate has the facilities to provide a clinical experience (the “program”) to the University’s students (which include John F. Kennedy University/National University students and recent graduates and student counselors from St. Mary’s College of California, hereinafter, collectively, the “Students”) and Affiliate wishes to enhance its capacity to provide mental health services to its community;

**Whereas**, Affiliate shall pay to University for the mental health services provided through its Students in accordance with **Exhibit A** attached hereto; and

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

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

#### **I. Duties and Responsibilities of University**

A. Administration of Program: University shall have exclusive control over all academic issues concerning the Program, which shall include, without limitation: selection of course content and required textbooks; provision and care of all necessary Student educational supplies and equipment; delivery of instruction; selection and approval of faculty; admission, registration, and retention of Students; evaluation of Students’ prior education; evaluation of Students’ progress; scheduling courses; awarding academic credit; setting requirements for clinical hours; and conferring degrees; provided that Affiliate retains the right to terminate the participation of any Student who, at the discretion of Affiliate or the University, does not comply with the requirements of the program or the rules and regulations of Affiliate.

B. Selection of Student Participants: University shall recruit and select Students, who have been mutually agreed upon by the Parties, who are appropriately credentialed, licensed, and otherwise authorized to participate in their clinical experience program.

C. Oversight and Supervision of Students’ Clinical Program and Practice: University shall designate its own representative qualified by training and experience to plan, assign, oversee, and evaluate the Students’ program activities, consistent with proper patient care and the educational needs and physical and emotional well-being of the

Students. The names, phone numbers, and e-mail addresses of the representative shall be provided to Affiliate. A representative shall be designated by University to coordinate with and be liaison to Affiliate regarding the Students' schedules and clinical practice. University shall notify Affiliate of any changes in representatives, curriculum, and policy that may affect the program.

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

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

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

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

F. Students' Requirements: University shall advise all Students on their obligations to:

1. comply with: (a) Affiliate's applicable rules, regulations, policies, and procedures; (b) State and Federal laws and regulations; and (c) applicable standards and regulations of all applicable accreditation, professional, and ethical organizations.
2. when applicable, cooperate in the timely preparation and maintenance of a complete medical record, on forms provided by Affiliate, of each patient in whose care Students participate. The medical record shall, at all times, remain the property of Affiliate, and shall never be taken outside Affiliate by any Students or University Faculty. Failure to comply with this requirement will be cause for Counselor discipline, including possible dismissal from the program.
3. Participate, consistent with the terms of this Agreement, in Affiliate's quality improvement, compliance, and risk management activities relevant to the Students' activities at Affiliate.
4. University understands that Affiliate may require Student to submit to Affiliate the following documents as a condition of their placement:
  - a. Proof of immunization or positive serology (titer) for rubella, measles (rubeola), mumps, and varicella;

- b. Evidence of Hepatitis B either positive antibody titers or immunization (or a signed waiver for non-compliance);
- c. Annual proof of negative tuberculosis testing by PPD skin test, or evidence of a negative chest x-ray;
- d. Proof of any other health requirements of Affiliate and/or applicable State or Federal regulatory agency.
- e. Upon Affiliate request, University will inform each student to submit copies of said documentation to Affiliate.

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

H. Health Insurance Portability and Accountability Act of 1996 (HIPAA): University and Students will comply with applicable Federal laws and regulations governing the privacy of patients' protected health information and the use and/or disclosure of individually identifiable health information. Neither Affiliate nor the Students will, nor will they be asked to, provide University any individually identifiable health information of Clinic patients, in any form or media, and the University will not create, receive, maintain, or transmit such information in any form or media. Any Affiliate patient's individually identifiable health information the University acquires in any way will be immediately returned to Affiliate, and University will not use, disclose, or disseminate such information in any way before or after its return. The Parties agree that the University is neither a "Covered Entity" nor a "Business Associate" under HIPAA, and so no Business Associate Agreement is necessary. Before allowing Students to participate in any clinical program subject to this Agreement, the University shall ensure that Students complete Affiliate's patient privacy and confidentiality training program and materials regarding HIPAA, and California's Confidential Medical Information Act, and any other applicable laws, regulations, and ordinances, before beginning their clinical rotation at Affiliate.

I. Family Educational Rights and Privacy Act (FERPA): Notwithstanding Section H. above, University acknowledges that many student educational records are protected by the Family Educational Rights and Privacy Act ("FERPA"), and that generally student permission must be obtained before releasing specific student data to anyone other than Affiliate. Affiliate agrees to provide University with guidance with regard to compliance by Students with FERPA. University shall ensure that its Students, University instructors and faculty keep confidential and hold in trust, all confidential information of Affiliate and all information relating to its Students and shall not disclose or reveal any confidential or personally identifiable information, including information relating to Students' experience in the program, to any third party without the prior, express and written consent of Affiliate.

J. No Compensation or Entitlement to Benefits: University agrees, and shall advise Students, University instructors and faculty, that all Students, University instructors and faculty are not employees, agents or contractors of Affiliate and that they will not be compensated by Affiliate and are not entitled to benefits or compensation of any kind or nature normally provided employees of Affiliate and/or to which employees are normally entitled, including but not limited to, State Unemployment Compensation or Workers' Compensation. Students' primary coverage for Student injuries shall be Students' personal medical insurance.

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

L. Mandatory Instruction and Reporting: Before a Student is assigned to the program at Affiliate, University shall instruct such Student on the applicable state and federal laws regarding unlawful discrimination (California Education Code sections 200-283 and Title IX, Section 504, Title VI) and mandated reporting of child abuse (California Penal Code sections 11164-11174.35).

## **II. Duties and Responsibilities of the Affiliate**

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

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

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

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

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

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

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

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

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

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

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

L. First Aid: Within its capacity, Affiliate shall provide any necessary emergency health care or first aid for a Student in the event that an accident occurs at Affiliate. Any emergency health care or first aid provided by Affiliate shall be billed to the Student or, for University instructors, to University, at Affiliate's normal billing rate for private pay patients. Except as provided in this section, Affiliate shall have no obligation to furnish medical or surgical care to any Student or University instructor and Students, University instructors and faculty are responsible for the costs of his/her/their own health insurance and medical costs.

III. Payment of Services: If applicable, Affiliate and University agree that it is the Parties' intent to fund and support the clinical experience practicum and services provided by the Students pursuant to this Agreement. Affiliate shall pay for services performed in accordance with this Agreement according to the payment and fee schedule contained in **Exhibit A** attached herein. Affiliate shall render payment to University upon receipt of an invoice from University.

**Compensation (check one):**

1.  There is no form of compensation between University and Affiliate at this time regarding the subject of this Agreement, other than the coordination of stipend payments as detailed in **Exhibit A**. Any and all financial consideration between University and Affiliate that might arise in the future must be the subject of a separate written agreement.
2.  There is no form of compensation between the University and Affiliate at this time regarding the subject of this Agreement. Any and all financial consideration between the University and Affiliate that might arise in the future must be the subject of a separate written agreement.

3.  Services performed in accordance with this agreement will be funded by a third party payer as detailed in **Exhibit A**. Any and all financial consideration between University and Affiliate that might arise in the future must be the subject of a separate written agreement.
4.  Affiliate shall pay for services performed in accordance with this agreement according to the payment and fee schedule contained in **Exhibit A**.

#### **IV. Insurance:**

A. Affiliate will self-insure or obtain and maintain a broad form commercial general liability insurance policy with coverage of at least \$1,000,000 (one million) for each occurrence and \$3,000,000 (three million) in the aggregate, with no exclusion for molestation or abuse. Affiliate will provide University with proof of such insurance upon execution of this Agreement. For purposes of this Agreement, Affiliate and University will provide workers' compensation insurance coverage for their own employees, and Students are not employees of either Affiliate University.

B. University agrees to maintain insurance as described below, throughout the entire term of this Agreement:

1. Malpractice Insurance, with a limit of no less than \$1,000,000 per incident and \$3,000,000 in the aggregate per year;
2. General and Contractual Liability Insurance, providing coverage for contractual liability, general liability, personal injury, medical expenses and property damage, with a limit of \$1,000,000 per incident and \$3,000,000 in the aggregate per year;
3. Property Insurance to cover University's own property and equipment; and
4. Workers Compensation Insurance in such coverage amounts as required by applicable law, with a yearly premium of no less than \$70,000 or any greater amounts as required by law.

With respect to professional liability insurance, University shall purchase tail coverage for a period of no less than five 5 years after the termination date hereof and cover its obligations and any and all acts or omissions by it, its Students, or its personnel hereunder. University agrees to provide Affiliate with a Certificate of Insurance including an Endorsement/Additional Covered Party Amendatory Endorsement/Additional Insured naming Solano Community College as additional insureds in conjunction with this Agreement.

The Certificates of Insurance of both Parties shall provide for thirty (30) days advance written notice to the other party of any modification, change or cancellation of any of the coverage requirements of this section.

#### **V. Mutual Terms and Conditions**

A. Term of Agreement: This Agreement shall commence on the Effective Date specified in the first paragraph on page 1, above, and shall continue in effect through September 15, 2022. During this Agreement's term either party may reopen negotiations, in whole or in part, by giving thirty (30) days prior written notice to the other party.

B. Termination of Agreement Without Cause: Either party may terminate this Agreement, for any reason, by giving the other party written notice thirty (30) days prior to the termination date. But such termination by either



party shall not be effective, at the election of the other party, as to any Students who are currently participating in the program at the date of the written notice, until such Students have completed the program for the then current quarter.

C. Termination of Agreement for Cause: Either party may terminate this Agreement due to a material breach, to be effective immediately, in the event that the breaching party does not cure the material breach within ten (10) days after receipt of receipt of written notice of such breach from the non-breaching party. In the event of termination by Affiliate pursuant to this Section V.C., the provision of services shall immediately cease and Affiliate will pay, upon invoicing, a pro rated amount for services provided by University up until the effective date of termination.

D. Amendment or Modification: This Agreement may be amended, supplemented, modified, or altered at any time only by mutual written consent of the Parties. Without limitation, Affiliate and University agree to amend this Agreement to the extent required by an applicable regulatory authority or due to a change in applicable laws, regulations or programmatic requirements, and the amendment does not materially affect the provisions of this Agreement.

E. Non-discrimination: The Parties agree to comply with Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Educational Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, Executive Order 11,246, Peralta Community College District Board Policy 3410, and all other applicable federal, state and local laws, rules and regulations in regard to nondiscrimination in employment, education, and contracting. Neither party shall unlawfully discriminate in its performance of this Agreement on the basis of race, creed, color, religion, sex, sexual orientation, gender, gender identity, gender expression, national origin, ancestry, age, physical or mental disability, marital status, military or veteran status, or any other legal classification.

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

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

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

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

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

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

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

L. Indemnification:

**a. Indemnity by University**: University shall hold harmless, defend and indemnify Affiliate and its directors, trustees, officers, agents, employees and students to the extent permitted by law, against any and all claims of loss, liability, damage, including death, sickness or injury to persons or property, or expense, including any direct, indirect or consequential damages and reasonable attorneys' fees and defense costs awarded by a court of competent jurisdiction, to the extent arising from or connected to University's performance of this Agreement, including, but not limited to, its Students, instructors, counselors, or other faculty or personnel's (collectively, "University Parties") performance of the services or its provision of services and supervision under this Agreement which directly results from the intentional, willful, wanton, reckless or negligent conduct or omissions in connection with or arising out of the activity which is the subject of this Agreement. To the extent that any claim of loss, liability or damage results from the negligence or willful misconduct of Affiliate, University shall not be responsible for such portion of the claim and indemnification shall be administered on a comparative fault basis.

**b. Indemnity by Affiliate**: Affiliate shall hold harmless, defend and indemnify University and its directors, trustees, officers, agents, employees and students to the extent permitted by law, against any and all claims of loss, liability, damage, including death, sickness or injury to persons or property, or expense, including any direct, indirect or consequential damages and reasonable attorneys' fees and defense costs awarded by a court of competent jurisdiction, to the extent arising from or connected to Affiliate's performance of this Agreement which directly results from the intentional, willful, wanton, reckless or negligent conduct or omissions in connection with or arising out of the activity which is the subject of this Agreement. To the extent that any claim of loss, liability or damage results from the negligence or willful misconduct of University, Affiliate shall not be responsible for such portion of the claim and indemnification shall be administered on a comparative fault basis.

M. Dispute Resolution: In the event of any dispute arising between the Parties concerning the interpretation or enforcement of the provisions of this Agreement, the Parties agree to first attempt in good faith to resolve the dispute between them. If that effort leads to the Parties seeking to mediate their dispute, the deadlines in the rest of this section will not begin to run unless and until the mediation effort is abandoned, in writing, by one or both Parties. If the

Parties cannot resolve the dispute (a) within thirty (30) days from the first notice in writing by either party of the existence of a dispute, or (b) through mediation efforts, then all matters in controversy shall be submitted to binding arbitration pursuant to California Code of Civil Procedure section 1280, et seq. using the offices of the American Arbitration Association in San Francisco.

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

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

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

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

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

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

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

National University	Affiliate: Solano Community College
Timothy Ford, MA, LMFT Executive Director, Office of Professional Training & Community-Based Counseling Programs 100 Ellinwood Way, Pleasant Hill, CA 94523  <a href="mailto:tford@nu.edu">tford@nu.edu</a> (925) 969-3424	<b>Name: Kristin Conner</b> <b>Title: Dean, Counseling Services</b>  <b>Address: 4000 Suisun Valley Rd., Bld 400 – Counseling Fairfield, CA 94534-4017</b> <b>Email: kristin.conner@solano.edu</b> <b>Phone:</b>

U. Authority: The undersigned represent that they are authorized to sign on behalf of and to bind their respective organizations to this Agreement.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as set forth below.

National University	Affiliate: Solano Community College
Dave C. Lawrence, MBA, Ed.D Vice Chancellor of Finance <b>Signature:</b>  <b>Date:</b>	<b>Name: Celia Esposito-Noy</b> <b>Title: Superintendent-President</b> <b>Signature:</b>  <b>Date:</b>

## Exhibit A

### Compensation and Payment

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

#### Compensation Terms:

Affiliate agrees to compensate University for performance of services on the following basis. University will make best efforts to provide services to Affiliate at a rate of \$7,060.00 per unit of service, which is defined as 6 hours of counseling services provided to Affiliate each week for the duration of this Agreement. Since Affiliate is requesting one unit for the full term of the Agreement and three units for a modified term of 3 quarters of the term of the agreement, 3 units will be pro-rated to reflect services offered for 3 quarters of the term (\$5295 each). Affiliate will pay for units of service that were fulfilled according to the payment schedule below.

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

#### Agreement Term: September 1, 2021 – December 31, 2021

##### Itemization of Cost per Unit of Service Requested

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

#### Agreement Modified Term: January 1, 2022 – September 15, 20212

##### Itemization of Cost per Unit of Service Requested

Affiliate Location	Units of Service	Total Cost
Solano Community College	3	\$15,885.00

**Total Agreement Cost: \$22,945.00**

#### Payment Schedule:

Payment Order	Service Dates	Amount Due	Invoice Sent By	Payment Due By
Initial Payment	September 1– December 31	\$2353.33	January 1	February 1
Second Payment	January 1– May 31	\$10,295.83	May 1	June 1
Final Payment	June 1– September 15	\$10,295.84	September 1	September 30

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

**EXHIBIT B**

**University REQUIRED to Complete  
CRIMINAL BACKGROUND CHECK CERTIFICATION  
Consultant/Independent University Agreement - Criminal Background Check**

Name of Independent Consultant/University:		National University
Services to be performed under the Agreement:		Field Work Placement, Graduate School Psychology Trainees / Interns
Locations where services will be performed:		Solano Community College
<b><i>Check the applicable box(es) and fill in any blanks.</i></b>		
1		I certify that none of my employees, students, nor myself, will have more than limited contact with Affiliate counselors during the term of the Agreement.
2A	<input checked="" type="checkbox"/>	If this box is checked, then Box 2B also applies and must be checked to indicate these employees or students have been fingerprinted. The following employees or students will have more than limited contact with Affiliate counselors during the term of the Agreement (attach and sign additional pages, as needed):
2B	<input checked="" type="checkbox"/>	I certify that the employees and students noted in 2A above have been fingerprinted under procedures established by the California Department of Justice, and the results of those fingerprints reveal that none of these employees or students have been arrested or convicted of a serious or violent felony, as defined by the California Penal Code.

Certification by University

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

**National University**

Dave C. Lawrence, MBA, Ed.D  
Vice Chancellor of Finance

**Signature:** \_\_\_\_\_

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

**EXHIBIT C**  
**School/College-Based Programs**  
**Description of Services and Responsibilities of Each Party**

**Definitions**

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

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

**Point of Contact (“POC”)** is the person at the Solano Community College (“Affiliate”) that will be available to the UNIVERSITY representative (“PROGRAM Representative”) and Student-Counselors for questions and concerns regarding the School/College-Based Program (PROGRAM) placement.

**Students** are the Students of the Affiliate who are referred by the Affiliate to the Student-Counselor(s) and will receive counseling services from the assigned Student-Counselor(s).

**Unit of service** is defined as 6 hours of counseling services at Affiliate each week for the duration of this Agreement.

**Responsibilities of University and Affiliate**

**Both Parties agree that:**

- This Agreement is mutually beneficial, in that it allows Counselors to gain experience towards graduation and licensure in their respective fields through providing mental health services to the Students of Affiliate.
- Best efforts will be made to place the requested amount of Counselors within a reasonable time after the Effective of this Agreement.
- UNIVERSITY will not be liable for any damages resulting from the Affiliate’s failure to ensure placement of Counselors within a reasonable time after the Effective Date of this Agreement.
  - UNIVERSITY will pro-rate its fee for services if Counselors are not placed within fifteen (30) days after the start date of this Agreement due to any delay caused by UNIVERSITY.
  - UNIVERSITY will not charge a fee for any requests of Counselors from the school that were not fulfilled by UNIVERSITY.
  - UNIVERSITY will uphold confidentiality standards and will not share any Student related written documentation that contains Student identifying information.

**UNIVERSITY:**

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

**University Counselors:**

- Will obtain a minimum of 5 face-to-face hours with Students per week contingent upon the Affiliate's ability to refer a reasonable amount of Students.
- Will not miss more than two days of scheduled service per contract terms lasting less than 8- 9 months and no more than 4 days of scheduled service per contract terms lasting 10-12 months. If more than the allotted days are missed, the Counselor(s) will make best efforts to make up the day. School holidays and breaks will not be considered missed days.
- Will learn Affiliate policies and practices (promotion and retention, delivery of service for special needs Students, etc.).
- Will learn the Affiliate's profile, background of Student population, and Student needs.
- Will become familiar with their assigned schools and surrounding community's resources for Students.
- Will demonstrate sensitivity and cross-cultural competence when working with Students and families from diverse ethnic, economic, and cultural backgrounds.
- Will work collaboratively with professionals from various disciplines (e.g. teachers, school administrators, psychologists, social workers, etc.) to support Students' overall school success.
- Will assist Students and their families to access health, mental health, and/or support services available within the Affiliate and in the community when clinically appropriate.
- Will obtain the appropriate written consent to provide services for any and all Student's served.
- Will only be permitted to provide therapy to Students who are dependent adults or under the age of 18 after they have obtained the appropriate written consent of the parental/guardian, except in situations where a minor may legally and ethically consent for their own treatment.
- Will follow professional and ethical guidelines, school policies and procedures, and State and Federal law pertaining to providing therapy in a school setting.
- Will follow professional and ethical guidelines and State and Federal law pertaining to Student confidentiality. Information about a particular Student can and will only be shared with third parties if the Student provides written consent to exchange information with a specific third party. As a stipulation of receiving counseling services, Students will sign a Consent for Exchange of Information to share information with the Affiliate. However, Counselors will only share information verbally when it is in the best interest of the Student. The type of information shared will usually pertain to goals and progress in treatment and relevant emergency information.
- Will immediately notify the POC, the Counselor's supervisor and PROGRAM Representative in the event that an urgent or emergency circumstance is encountered by a Counselor, (i.e. call to police, hospitalization evaluation, safety concerns, etc.).



**Affiliate:**

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

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

**TO:** **Members of the Governing Board**  
**SUBJECT:** **Local Agreement for Child Development Services (CCTR)**

**REQUESTED ACTION:**

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

**SUMMARY:** This agreement with the state of California, Department of Social Services dated July 1, 2021, designated as number CCTR - 1297, General Child Care & Development Program, Project Number 48-7055-00-1, shall be funded at a maximum reimbursable amount of \$414,467.00.

The contract is effective from July 1, 2021 through June 30, 2022 for 191 days of child enrollment at a daily rate not to exceed \$49.54 per child.

Copies of the full agreement are in the Office of the Superintendent/President, Office of Finance and Administration, and the Office of the Director of the Early Learning Center.

**STUDENT SUCCESS IMPACT:**

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

<i>Ed. Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact:</i>	<i>N/A</i>
<b>SUPERINTENDENT'S RECOMMENDATION:</b>		<input checked="" type="checkbox"/> <b>APPROVAL</b> <input type="checkbox"/> <b>NOT REQUIRED</b>	<input type="checkbox"/> <b>DISAPPROVAL</b> <input type="checkbox"/> <b>TABLE</b>
Shannon C. Cooper Psy.D. <b>PRESENTER'S NAME</b>		<b>Celia Esposito-Noy, Ed.D.</b> Superintendent-President	
4000 Suisun Valley Road Fairfield, CA 94534 <b>ADDRESS</b>			
(707) 864-7159 <b>TELEPHONE NUMBER</b>			
Shannon C. Cooper Psy.D. <b>VICE PRESIDENT APPROVAL</b>		July 21, 2021	
June 30, 2021 <b>DATE SUBMITTED TO SUPERINTENDENT-PRESIDENT</b>		<b>DATE APPROVED BY SUPERINTENDENT-PRESIDENT</b>	



LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

DATE: July 01, 2021

CONTRACT NUMBER: CCTR-1297

PROGRAM TYPE: GENERAL CHILD CARE & DEV PROGRAMS

PROJECT NUMBER: 48-7055-00-1

STATE AGENCY: CALIFORNIA DEPARTMENT OF SOCIAL SERVICES

CONTRACTOR'S NAME: SOLANO COMMUNITY COLLEGE DISTRICT

This Agreement is entered into between the State Agency and the Contractor named above. The Contractor agrees to comply with the terms and conditions of the CURRENT APPLICATION; the SOLANO COUNTY Local Individualized Subsidized Child Care Plan (hereafter the "SOLANO COUNTY PILOT PLAN") as most recently approved by the California Department of Education; the GENERAL TERMS AND CONDITIONS (GTC 04/2017)\*; the GENERAL CHILD CARE AND DEVELOPMENT PROGRAM REQUIREMENTS\*; and the FUNDING TERMS AND CONDITIONS (FT&C)\*, which are by this reference made a part of this Agreement. Where the GTC 04/2017 conflicts with either the Program Requirements or the FT&C, the Program Requirements or the FT&C will prevail. The Contract must meet the specifications of the GENERAL CHILD CARE AND DEVELOPMENT PROGRAM REQUIREMENTS except where the SOLANO COUNTY PILOT PLAN allows for exceptions.

Funding of this contract is contingent upon appropriation and availability of sufficient funds. This contract may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this contract. The period of performance for this contract is July 01, 2021 through June 30, 2022. For satisfactory performance of the required services, the contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount Section of the FT&C, at a rate not to exceed \$49.54 per child per day of full-time enrollment and a Maximum Reimbursable Amount (MRA) of \$414,467.00. During the term of this contract, the MRA may be adjusted through an Allocation Letter issued to the Contractor by State Agency.

SERVICE REQUIREMENTS

Minimum Child Days of Enrollment (CDE) Minimum Days of Operation (MDO) Requirement 191 8,366.0

Any provision of this contract found to be in violation of Federal or State statute or regulation shall be invalid but such a finding shall not affect the remaining provisions of this contract. Items shown with an Asterisk (\*), are hereby incorporated by this reference and made part of this Agreement as if attached hereto. Amendments to any of these asterisked documents during the term of this contract shall be incorporated by reference as of the date issued by State Agency without need for formal amendment. These documents can be viewed at https://www.cdss.ca.gov/inforesources/cdss-programs/calworks-child-care/child-care-transition.

Table with columns for STATE OF CALIFORNIA and CONTRACTOR, containing fields for signatures, titles, amounts, and program details.

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

**TO:** **Members of the Governing Board**  
**SUBJECT:** **Local Agreement for Child Development Services (CSPP)**

**REQUESTED ACTION:**

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

**SUMMARY:** This agreement with the state of California, Department of Education dated July 1, 2021, designated as number CSPP- 1602, California State Preschool Program, Project Number 48-7055-00-1, shall be funded at a maximum reimbursable amount of \$546,759.00.

The contract is effective from July 1, 2021 through June 30, 2022 for 191 days of child enrollment at a daily rate not to exceed \$49.85 per child.

Copies of the full agreement are in the Office of the Superintendent/President, Office of Finance and Administration, and the Office of the Director of the Early Learning Center.

**STUDENT SUCCESS IMPACT:**

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

<i>Ed. Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact:</i> \$22,945
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**SUPERINTENDENT’S RECOMMENDATION:**                       **APPROVAL**                       **DISAPPROVAL**  
 **NOT REQUIRED**                       **TABLE**

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

**PRESENTER’S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

**ADDRESS**

(707) 864-7159

**TELEPHONE NUMBER**

Shannon C. Cooper Psy.D.  
**VICE PRESIDENT APPROVAL**

June 30, 2021  
**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

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

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



LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

DATE: July 01, 2021

CONTRACT NUMBER: CSPP-1602

PROGRAM TYPE: CALIFORNIA STATE PRESCHOOL PROGRAM

PROJECT NUMBER: 48-7055-00-1

STATE AGENCY: CALIFORNIA DEPARTMENT OF EDUCATION

CONTRACTOR'S NAME: SOLANO COMMUNITY COLLEGE DISTRICT

This Agreement is entered into between the State Agency and the Contractor named above. The Contractor agrees to comply with the terms and conditions of the CURRENT APPLICATION; the SOLANO COUNTY Local Individualized Subsidized Child Care Plan (hereafter the "SOLANO COUNTY PILOT PLAN") as most recently approved by the California Department of Education; the GENERAL TERMS AND CONDITIONS (GTC 04/2017)\*; the CALIFORNIA STATE PRESCHOOL PROGRAM REQUIREMENTS\*; and the FUNDING TERMS AND CONDITIONS (FT&C)\*, which are by this reference made a part of this Agreement. Where the GTC 04/2017 conflicts with either the Program Requirements or the FT&C, the Program Requirements or the FT&C will prevail. The Contract must meet the specifications of the CALIFORNIA STATE PRESCHOOL PROGRAM REQUIREMENTS except where the SOLANO COUNTY PILOT PLAN allows for exceptions.

Funding of this contract is contingent upon appropriation and availability of sufficient funds. This contract may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this contract.

The period of performance for this contract is July 01, 2021 through June 30, 2022. For satisfactory performance of the required services, the contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount Section of the FT&C, at a rate not to exceed \$49.85 per child per day of full-time enrollment and a Maximum Reimbursable Amount (MRA) of \$546,759.00. During the term of this contract, the MRA may be adjusted through an Allocation Letter issued to the Contractor by State Agency.

SERVICE REQUIREMENTS

Minimum Child Days of Enrollment 10,968.0

Minimum Days of Operation (MDO) Requirement 191

Any provision of this contract found to be in violation of Federal or State statute or regulation shall be invalid but such a finding shall not affect the remaining provisions of this contract. Items shown with an Asterisk (\*), are hereby incorporated by this reference and made part of this Agreement as if attached hereto. Amendments to any of these asterisked documents during the term of this contract shall be incorporated by reference as of the date issued by State Agency without need for formal amendment. These documents can be viewed at http://www.cde.ca.gov/fg/aa/cd/ftc2021.asp

<b>STATE OF CALIFORNIA</b>	<b>CONTRACTOR</b>
BY (AUTHORIZED SIGNATURE)	BY (AUTHORIZED SIGNATURE)
PRINTED NAME OF PERSON SIGNING Jaymi Brown,	PRINTED NAME AND TITLE OF PERSON SIGNING
TITLE Contract Manager	ADDRESS

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 546,759  PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0  TOTAL AMOUNT ENCUMBERED TO DATE \$ 546,759	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE General		Department of General Services use only
	(OPTIONAL USE) 0656 23038-7055				
	ITEM 30.10.010. 6100-196-0001	CHAPTER B/A	STATUTE 2021	FISCAL YEAR 2021-2022	
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590				
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.			T.B.A. NO.	B.R. NO.	-157-
SIGNATURE OF ACCOUNTING OFFICER			DATE		

SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board  
SUBJECT: THE CALIFORNIA SCHOOL EMPLOYEES  
ASSOCIATION, CHAPTER #211 BARGAINING  
PROPOSAL TO THE SOLANO COMMUNITY COLLEGE  
DISTRICT

**REQUESTED ACTION:**

- Information OR  Approval  
 Consent OR  Non-Consent

**SUMMARY:**

The Solano Community College District and the California School Employees Association, Chapter #211, are preparing to enter into negotiations. As required by the CSEA contract, this is the annual re-openers.

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

Ed. Code:3547	Board Policy:2010	Estimated Fiscal Impact: Unknown
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SUPERINTENDENT'S RECOMMENDATION:  APPROVAL  DISAPPROVAL  
 NOT REQUIRED  TABLE

Salvatore Abbate  
Human Resources

PRESENTER'S NAME

4000 Suisun Valley Road  
Fairfield, CA 94534

ADDRESS

707-864-7281

TELEPHONE NUMBER

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

VICE PRESIDENT APPROVAL

July 21, 2021

DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT

July 9, 2021

DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT

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

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

**SUBJECT:** **THE CALIFORNIA SCHOOL EMPLOYEES  
ASSOCIATION, CHAPTER #211 BARGAINING  
PROPOSAL TO THE SOLANO COMMUNITY COLLEGE  
DISTRICT**

**REQUESTED ACTION:**

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

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**SUMMARY:**

*CONTINUED FROM THE PREVIOUS PAGE*

This item presents the California School Employees Association, Chapter #211 for the purpose of public notice (“sun shining”) to work with the Solano Community College District on the following interest:

Article IX Pay and Allowances; Article XXI Health and Welfare Benefits; XXVI Transfers/Promotions/Vacancies; and Article XXVII Job Vacancies.

Pursuant to the Government Code Section 3547, this item is being presented as information. Public comment on such proposals shall be received at the Governing Board meeting scheduled for August 18, 2021.