

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

TO: **Members of the Governing Board**

SUBJECT: **NOTICE OF COMPLETION FOR CONSTRUCTION SERVICES FOR THE FAIRFIELD CAMPUS BUILDING EXTERIORS PROJECT, PHASE 1**

REQUESTED ACTION:

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

SUMMARY:

Board approval is requested for the Fairfield Campus Building Exteriors Project Phase 1 Notice of Completion. On May 5, 2021, a contract was awarded to Jeff Painting for the Fairfield Campus Building Exteriors Project Phase 1. The scope of work included the complete painting of Buildings 500-900 and accent painting/ building numbering throughout the Fairfield Campus.

The work on this project is complete, and at this time the District gives notice and certifies that:

- The project has been inspected and complies with the plans and specifications;
- The contractor has completed the work;
- The contract for the project is accepted and complete; and
- Upon Board approval a Notice of Completion will be filed with Solano County for the project.

STUDENT SUCCESS IMPACT:

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

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

Lucky Lofton
Executive Bonds Manager

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

ADDRESS

(707) 863-7855

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

VICE PRESIDENT APPROVAL

July 23, 2021

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

August 4, 2021
**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

**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>
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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 23, 2021

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

August 4, 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..

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:** FSUSD shall be solely responsible for determining student selection criteria.
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 for the fall and spring semesters.

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.

The Fairfield-Suisun USD/ECHS Administrator shall provide a listing of students 30-days prior to term start date to CashierOffice@solano.edu. Updates such as additions, deletions, and/or modifications may occur through census date. There shall be no listing of provision for summer terms unless agreed upon by both parties. Billing invoice will be sent out within 30-days of term census date to Fairfield-Suisun USD Business Office and ECHS Administrator to be reviewed and processed for payment. SCCD shall send an updated invoice within 30-days of End-of-Term. Any credits will be applied toward future term (not refunded to 3rd party).

12. **Title 5:** FSUSD and SCCD will work collaboratively to ensure all college courses are open to the 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, 2026. By June 30th of each year thereafter, the parties will annually review the 5-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 5th day of August, 2021.

SOLANO 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 August 5th, 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 ten (10) classrooms, six (6) offices, related academic spaces, and certain facilities for physical education or foodservice (i.e., gymnasium, stadium, and cafeteria) identified for the Program. Fairfield Center 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
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.org
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]

Building 300 Space Utilized includes labs 305, 306, 307, and prep areas 322, 321, and 317; offices 335, 336, 337, 346, 347, and 348; and the Bird Room area

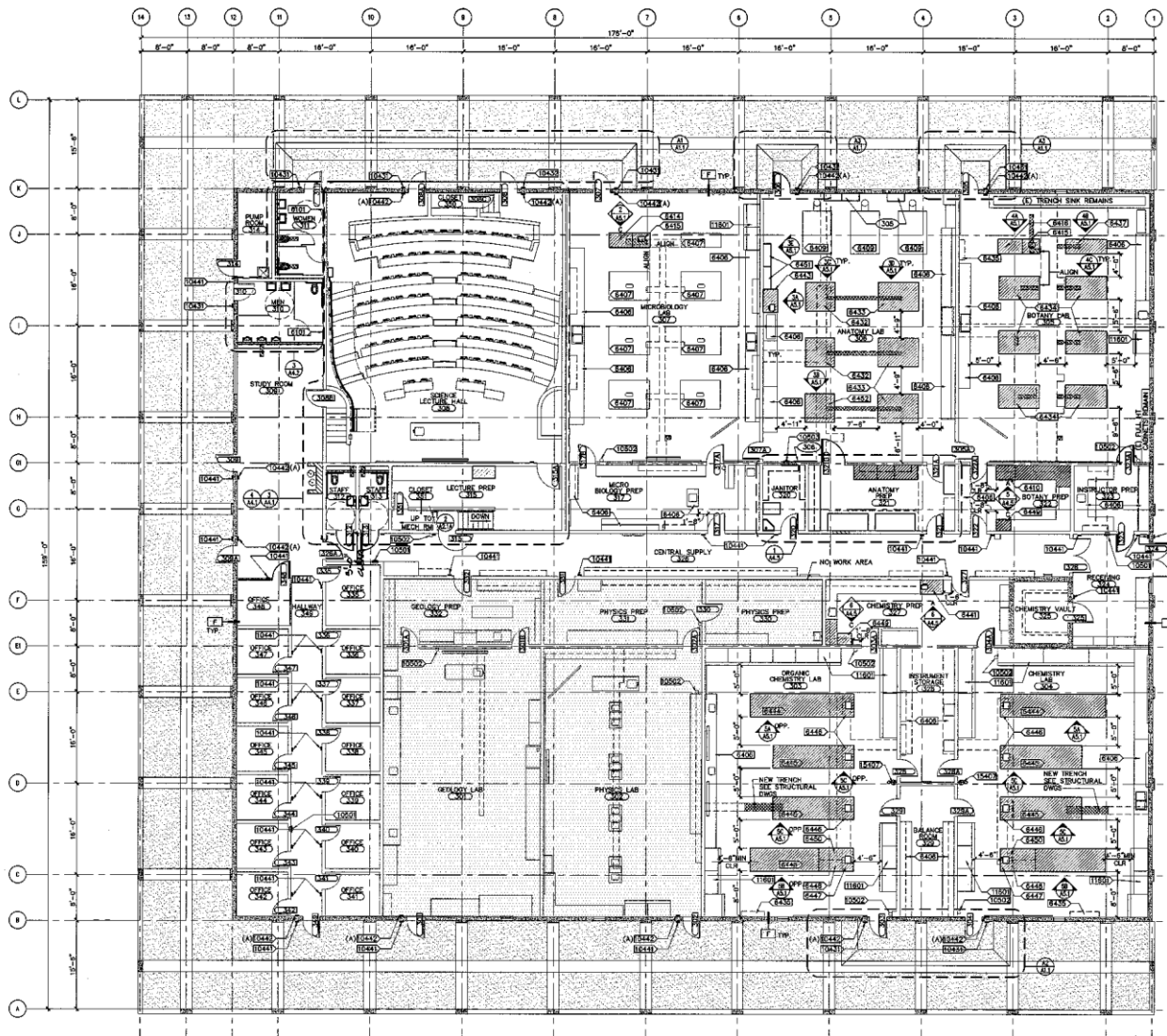


Exhibit A

Building 1600 space utilized includes rooms 1634, 1635, 1642, and 1626

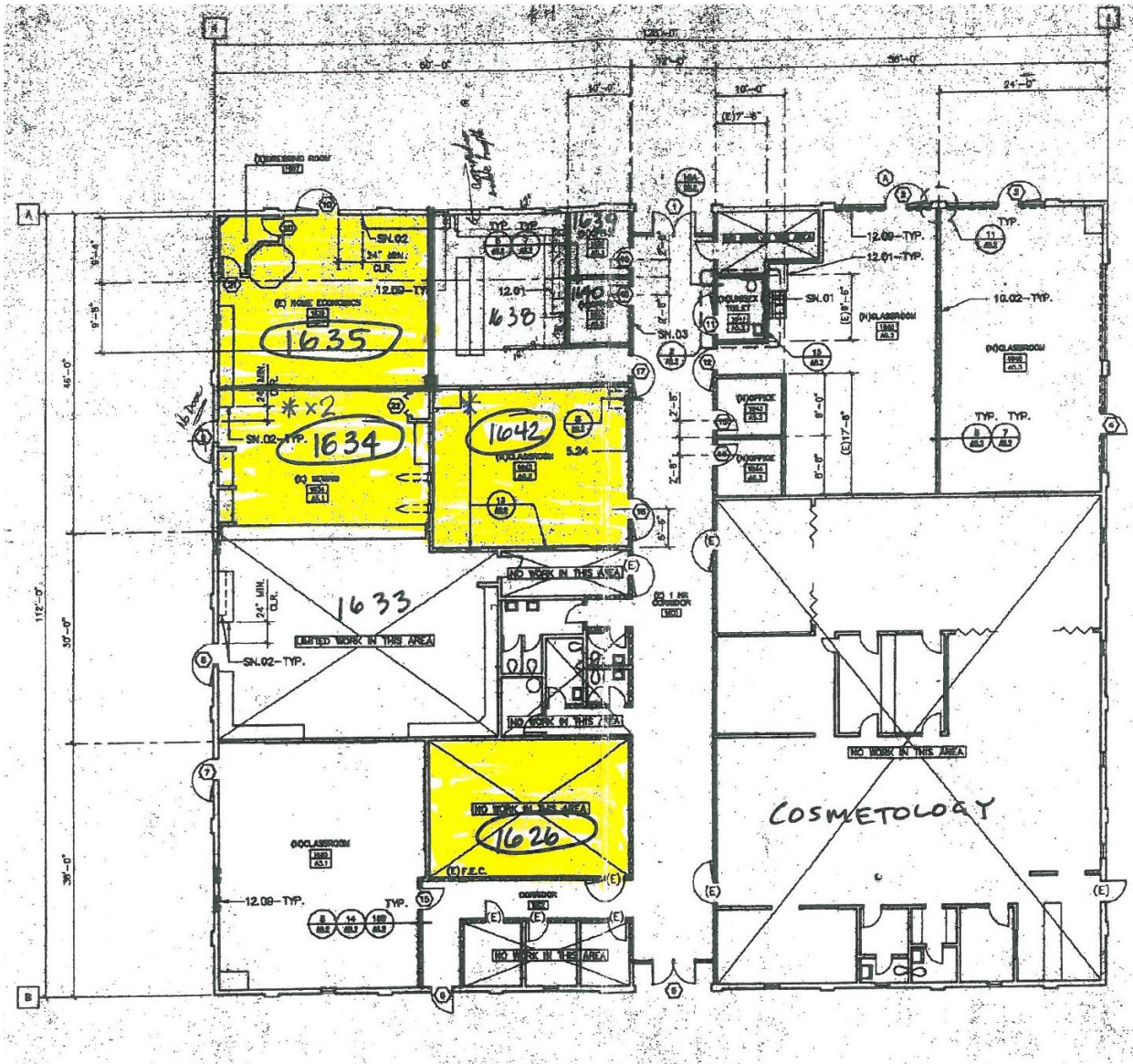


Exhibit A

Portable buildings 300A and 300 B space utilized includes rooms 300A and 300B

