AGENDA ITEM	10.(b)
MEETING DATE	December 15, 2021

TO:	Members of the Gov	verning Board	
SUBJECT:	ESTABLISHMENT OF DATES, TIME, AND LOCATIONS OF GOVERNING BOARD MEETINGS		
REQUESTED ACTION:			
☐Information OR ☐Consent OR	⊠Approval □Non-Consent		
•	designated the Board e Governing Board.		verning Board of the Solano mber 15, 2021 as the Annual
• Select a representativ	mes, and locations of the to the Solano County	School Boards As	
STUDENT SUCCESS IMP Help our students achie Basic skills education Workforce developmes Transfer-level education Other: Help our studen	eve their educational, pront and training	•	J
Ed. Code:	Board Policy:	1025	Estimated Fiscal Impact: N/A
SUPERINTENDENT'S RECOM	IMENDATION:	⊠ APPROVAI □ NOT REQU	
Celia Esposito-Noy, Superintendent-Pres PRESENTER'S N. 4000 Suisun Valley Fairfield, CA 945	sident AME Road		
ADDRESS	34	Celia	Esposito-Noy, Ed. D.
(707) 964 7200	.		erintendent-President
(707) 864-7299 TELEPHONE NU M			
		D	1 15 2021
VICE PRESIDENT AP	PROVAL	DAT	ecember 15, 2021 TE APPROVED BY TENDENT-PRESIDENT
December 7, 2	2021	SOLDINA	
DATE SUBMITTE	D TO		

SUPERINTENDENT-PRESIDENT

SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD 2022

BOARD MATERIAL PREPARATION SCHEDULE

(The 1st meeting of each month is a Study Session)

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

AGENDA ITEM 12.(b)
MEETING DATE December 15, 2021

SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

TO: MEMBERS OF THE GOVERNING BOARD

SUBJECT: CONSENT CALENDAR - HUMAN RESOURCES

REQUESTED ACTION: APPROVAL

EMPLOYMENT 2021-2022

Part-Time Adjunct Assignment

<u>Name</u>	<u>Assignment</u>	Effective
Gjenaii Givhan	Adjunct Real Estate Instructor (not to exceed 67%)	01/13/22 - 05/26/22
Joseph Hasty	Adjunct Geography Instructor (not to exceed 67%)	01/13/22 - 05/26/22
Sharilyn Rennie	Adjunct Biology Instructor (not to exceed 67%)	01/13/22 - 05/26/22

Change in Assignment

Name Assignment Effective

Peter Zitko From Adjunct Sociology Instructor to Interim 11/04/20 – 02/28/22

Associate Dean, External Programs (Revised)

Short-Term/Temporary/Substitute

<u>Name</u>	Assignment	Fund/Grant Name	Effective	Amount
Carol Cultra	Clerical Specialist – COVID Caseworker	Cares Act/ HEERF	01/10/22 - 6/30/22	\$15.88/hr.
Rowena Gonzalez	Clerical Specialist – COVID Caseworker	Cares Act/ HEERF	01/10/22 - 6/30/22	\$15.88/hr.
Krystal Pham	Clerical Specialist – COVID Caseworker	Cares Act/ HEERF	01/10/22 - 6/30/22	\$15.88/hr.

Salvatore Abbate Human Resources	Celia Esposito-Noy, Ed.D. Superintendent-President	
December 3, 2021	December 15, 2021	
Date Submitted	Date Approved	

Volunteer

NameDepartmentAssignmentEffectiveCalia FernandoAthleticsWomen's Basketball Assistant Coach12/16/21 - 05/31/22

AGENDA ITEM	12.(c)
MEETING DATE	December 15, 2021

TO:		Members	of the Gover	ning Board		
SUBJECT:		WARRAN	ITS			
REQUESTED ACT	ΓΙΟΝ:					
☐Information ⊠Consent	OR OR	⊠Approv □Non-C				
SUMMARY :						
11/03/2021 V 11/03/2021 V 11/03/2021 V 11/10/2021 V 11/10/2021 V	achieve the ducation velopmen	yments yments yments yments yments yments AGE: ACT: heir education	11111283 11111283 1111134 1111134 11111352 onal, professi	7-1111284 5-11111287 8-11111340 1-11111342 8-11111351 2-11111355	\$ 42,50 \$ 16,38 \$ 376,33 \$1,149,47 \$ 399,97 \$ 2,34	37.00 38.12 71.38
Ed. Code: 70902 & 81	1656	Board Pol	licy: 3240	Estimat	ed Fiscal Impac	t: \$6,011,389.56
SUPERINTENDENT	Γ'S RECO	OMMENDA	TION:			PPROVAL LE
Vice President, Fir PRESEN 4000 Suis	an Wheet nance and ATER'S NA sun Valley Id, CA 945	AME Road				
	DDRESS) 1			Esposito-Noy, Ed	
	-864-7209			Supe	rintendent-Preside	ent
	ONE NUM					
Susan Wheet, Fine VICE PRESIDE	DENT API	PROVAL		DAT	ecember 15, 2021 E APPROVED I FENDENT-PRE	
	nber 3, 202 IBMITTEI					
SUPERINTEN						

AGENDA ITEM	12.(c)
MEETING DATE	December 15, 2021

го:		Members of the Governing Board
SUBJECT:		WARRANTS
REQUESTED ACT	<u>ION</u> :	
☐Information ⊠Consent	OR OR	⊠Approval □Non-Consent

SUMMARY:

CONTINUED FROM PREVIOUS PAGE:

11/29/2021	Vendor Payments	11111356-11111411	VOIDED
11/16/2021	Vendor Payments	11111412-11111752	\$ 159,698.25
11/17/2021	Vendor Payments	11111753	\$ 10,181.50
11/17/2021	Vendor Payments	11111754-11111762	\$ 150,742.57
11/17/2021	Vendor Payments	11111763-11111765	\$2,765,244.96
11/19/2021	Vendor Payments	11111766-11111769	\$ 38,716.80
11/19/2021	Vendor Payments	11111770-11111773	\$ 11,685.27
11/22/2021	Vendor Payments	11111774-11111903	\$ 709,826.18
11/30/2021	Vendor Payments	11111904-11111953	\$ 172,586.92

TOTAL: \$6,011,389.56

AGENDA ITEM 12.(d)

MEETING DATE December 15, 2021

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

TO: **Members of the Governing Board**

CONSENT CALENDAR – FINANCE & ADMINISTRATION SUBJECT:

REQUESTED ACTION: APPROVAL

PERSONAL SERVICES AGREEMENTS

Student Services Shannon Cooper Psy.D., Vice President

<u>Name</u>	Assignment	Effective	Amount
Reginald Caldwell, LCSW	Clinicians will provide support to faculty, staff and managers during school and department meetings as we acclimate to the changes brought about by COVID-19. Services to include meeting with faculty, staff, and managers during meetings to assess and advise on communication, to advise of skills and strategies in support of each other and our students, through instruction and support services.	January 14, 2022 – May 27, 2022	Not to exceed \$8,000.00
Sabrina Sencil	To provide research and planning for staff professional development. Activities will include: data analysis with a focus on review of disaggregated data in order to work towards our diversity, equity and inclusion goals; program review and evaluation.	January 1, 2022 – June 30, 2022	Not to exceed \$5,000.00

Susan Wheet	Celia Esposito-Noy, Ed.D.
Vice President, Finance & Administration	Superintendent-President
December 3, 2021	December 15, 2021
Date Submitted	Date Approved

Date Approved

-7-

AGENDA ITEM	12.(e)
MEETING DATE	December 15, 2021

TO:	Members of the Gove	rning Board
SUBJECT:	NOTICE OF COMPLETION FOR CONSTRUCTION SERVICES FOR THE VACAVILLE CENTER ANNEX CORBELS REMOVAL PROJECT (PHASE 2)	
REQUESTED ACTION: Information OR Consent OR	⊠Approval □Non-Consent	
(Phase 2) Notice of Complet	ion. On June 2, 2021 a	Annex Building Corbels Removal Project Contract was issued to TPA Construction, Inc. modifications of the existing decorative
		ther deterioration. Phase 2 repair work has
 The project has been The contractor has contract for the project that the project. 	inspected and complies ompleted the work; project is accepted and coal a Notice of Completi	e the District gives notice and certifies that: with the plans and specifications; complete; and ion will be filed with Solano County for the
STUDENT SUCCESS IMP Help our students achi Basic skills education Workforce developme Transfer-level education Other: Necessary documents	eve their educational, pro nt and training	ofessional and personal goals
Ed. Code:	Board Policy:	
SUPERINTENDENT'S RECON Lucky Lofton	MMENDATION:	□ APPROVAL □ DISAPPROVAL □ NOT REQUIRED □ TABLE
PRESENTER'S N 4000 Suisun Valley Fairfield, CA 945	AME Road	
ADDRESS (707) 863-785.		Celia Esposito-Noy, Ed.D. Superintendent-President
TELEPHONE NUM Susan Wheet Vice President, Finance & A	MBER	December 15, 2021
VICE PRESIDENT AP December 3, 20	PPROVAL	DATE APPROVED BY SUPERINTENDENT-PRESIDENT
DATE SUBMITTE		

SUPERINTENDENT-PRESIDENT

-8-

When recorded mail to:
Lucky Lofton, Executive Bonds Manager
Solano Community College District
4000 Suisun Valley Road
Fairfield, CA 94534

Notice of Completion

State/local governmental entity recording fee when document is for the benefit of the government entity – GC6103 (no fee)

Must be recorded within 10 days after completion

In execution of this Notice, notice is hereby given that:

- 1. The undersigned is an owner or agent of an owner of the estate or interest stated below.
- 2. The name of the owner is Solano Community College District.
- 3. The address of the owner is 4000 Suisun Valley Road, Fairfield, CA 94534.
- 4. The nature of the estate or interest is: Solano Community College District in fee.
- 5. The name and addresses of all co-owners, if any, who hold any title or interest with the above-named owner in the property are:

NAMES ADDRESSES 6. Work of modernization on the property hereinafter described was completed on: ____12/15/2021 7. The Project Name is: Vacaville Center Annex Building Corbels Removal Project (Phase 2) 8. DSA Number (if applicable): Not Applicable 9. The contractor for such work of modernization is: TPA Construction, Inc. 10. The name of the contractor's Surety Co. is: American Contractors Indemnity Company 11. The date of contract between the contractor and the above owner is: June 2, 2021 12. The street address of said property is: 2000 North Village Parkway, Vacaville, California 95688 13. APN #: 0133-180-160 14. The property on which said work of modernization was completed is in the City of Vacaville, County of Solano, State of California, and is described as follows: Removal of additional dry-rot at decorative corbels, waterproofing, and repainting at the Vacaville Annex Building. Signature of Owner - Celia Esposito-Noy, Ed. D. Date Solano Community College District Verification I, undersigned, say: I am ("President," "Owner," "Manager," etc.) Of the declarant of the foregoing completion; I have read said Notice of Completion and know the contents thereof; the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is correct and true. __ , at <u>Fairfield</u> Executed on ___ (City or Town where signed)

AGENDA ITEM	12.(f)
MEETING DATE	December 15, 2021

TO:	Members of the Gove	erning Board
SUBJECT:		LETION FOR CONSTRUCTION E FAIRFIELD CAMPUS BUILDING IR PROJECT
REQUESTED ACTION: Information OR Consent OR	⊠Approval □Non-Consent	
Completion. On October 6. Campus Building 400 Stucco on the West and East exterio this time the District gives no • The project has been • The contractor has co • The contract for the p • Upon Board approva project. STUDENT SUCCESS IMP	2021, a contract was a Repair Project. The scoor walls of Building 400 otice and certifies that: inspected and complies inspected the work; project is accepted and completed and a Notice of Completed their educational, property and training on	tion will be filed with Solano County for the ofessional and personal goals
Ed. Code:	Board Policy.	<u> </u>
SUPERINTENDENT'S RECOM	·	
Lucky Lofton Executive Bonds M PRESENTER'S N 4000 Suisun Valley Fairfield, CA 94: ADDRESS (707) 863-785 TELEPHONE NUI Susan Wheet Vice President, Finance & A VICE PRESIDENT AF	AME Road 534 MBER Administration	Celia Esposito-Noy, Ed.D. Superintendent-President December 15, 2021 DATE APPROVED BY SUPERINTENDENT-PRESIDENT
December 3, 20	21	SUI EMINI ENDEN I-I RESIDEN I

DATE SUBMITTED TO SUPERINTENDENT-PRESIDENT When recorded mail to: Lucky Lofton, Executive Bonds Manager Solano Community College District 4000 Suisun Valley Road Fairfield, CA 94534

Notice of Completion

State/local governmental entity recording fee when document is for the benefit of the government entity – GC6103 (no fee)

Must be recorded within 10 days after completion

In execution of this Notice, notice is hereby given that:

- 1. The undersigned is an owner or agent of an owner of the estate or interest stated below.
- 2. The name of the owner is Solano Community College District.
- 3. The address of the owner is 4000 Suisun Valley Road, Fairfield, CA 94534.
- 4. The nature of the estate or interest is: Solano Community College District in fee.
- 5. The name and addresses of all co-owners, if any, who hold any title or interest with the above-named owner in the property are:

NAMES ADDRESSES 6. Work of modernization on the property hereinafter described was completed on: 12/15/2021 7. The Project Name is: Fairfield Campus Building 400 Stucco Repair Project 8. DSA Number (if applicable): Not Applicable 9. The contractor for such work of modernization is: TPA Construction Inc. 10. The name of the contractor's Surety Co. is: American Contractors Indemnity Company 11. The date of contract between the contractor and the above owner is: 10/06/2021 12. The street address of said property is: 4000 Suisun Valley Road, Fairfield, California 94534 13. APN #: 0027-242-110 14. The property on which said work of modernization was completed is in the City of Fairfield, County of Solano, State of California, and is described as follows: Removal and replacement of failing stucco on the West and East side of Fairfield Campus' Building 400. Signature of Owner - Celia Esposito-Noy, Ed. D. Date Solano Community College District Verification I, undersigned, say: I am ("President," "Owner," "Manager," etc.) Of the declarant of the foregoing completion; I have read said Notice of Completion and know the contents thereof; the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is correct and true. Executed on _ __ , at ____Fairfield _ , California. (City or Town where signed)

AGENDA ITEM	12.(g)
MEETING DATE	December 15, 2021

TO:	Members of the Govern	ning Board
SUBJECT:		ETION FOR CONSTRUCTION VALLEJO CENTER CELL LATION PROJECT
REQUESTED ACTION: Information OR Consent OR	⊠Approval □Non-Consent	
SUMMARY:		
	d for the Vallejo Center	Cell Repeater Installation Project Notice of
**		varded to T&R Communications, Inc. for the
		scope of work included the installation of two
		ociated components, wiring and antennas. The
		District gives notice and certifies that:
1 0	1	ith the plans and specifications;
 The contractor has contractor 	ompleted the work;	
• The contract for the p	project is accepted and cor	nplete; and
-	-	on will be filed with Solano County for the
project.		·· ·· ·
1 0		
<u>STUDENT SUCCESS IMP</u>		
Help our students achi	eve their educational, prof	essional and personal goals
Basic skills education		
■Workforce developme	nt and training	
Transfer-level education		
Other: Necessary docu	mentation for completed of	construction
Ed. Code:	Board Policy:	Estimated Fiscal Impact: \$0
SUPERINTENDENT'S RECOM	MENDATION:	
Lucky Lofton		
Executive Bonds M		
PRESENTER'S N		
4000 Suisun Valley		
Fairfield, CA 94	534	
ADDRESS		Celia Esposito-Noy, Ed.D. Superintendent-President
(707) 863-785	5	
TELEPHONE NU		
Susan Wheet		
Vice President, Finance & A		December 15, 2021
VICE PRESIDENT AI	PPROVAL	DATE APPROVED BY
		SUPERINTENDENT-PRESIDENT
December 3, 20	21	
DATE SUBMITTI		

SUPERINTENDENT-PRESIDENT

When recorded mail to:
Lucky Lofton, Executive Bonds Manager
Solano Community College District
4000 Suisun Valley Road
Fairfield, CA 94534

Notice of Completion

State/local governmental entity recording fee when document is for the benefit of the government entity – GC6103 (no fee)

Must be recorded within 10 days after completion

In execution of this Notice, notice is hereby given that:

- 1. The undersigned is an owner or agent of an owner of the estate or interest stated below.
- 2. The name of the owner is Solano Community College District.
- 3. The address of the owner is 4000 Suisun Valley Road, Fairfield, CA 94534.
- 4. The nature of the estate or interest is: Solano Community College District in fee.
- 5. The name and addresses of all co-owners, if any, who hold any title or interest with the above-named owner in the property are:

NAMES ADDRESSES 6. Work of modernization on the property hereinafter described was completed on: 12/15/2021 7. The Project Name is: <u>Vallejo Center Cell Repeater Installation Project</u> 8. DSA Number (if applicable): Not Applicable 9. The contractor for such work of modernization is: T&R Communications, Inc. 10. The name of the contractor's Surety Co. is: Merchants Bonding Company (Mutual) 11. The date of contract between the contractor and the above owner is: 08/18/2021 12. The street address of said property is: 545 Columbus Parkway, Vallejo, California 94591 13. APN #: 0081-800-340 14. The property on which said work of modernization was completed is in the City of Fairfield, County of Solano, State of California, and is described as follows: Installation of two cellular amplifiers, including all accessories and wiring for a complete installation. Signature of Owner – Celia Esposito-Noy, Ed. D. Date Solano Community College District Verification I, undersigned, say: I am ("President," "Owner," "Manager," etc.) Of the declarant of the foregoing completion; I have read said Notice of Completion and know the contents thereof; the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is correct and true. Executed on _ __ , at ____Fairfield _ , California. (City or Town where signed)

AGENDA ITEM	14.(a)
MEETING DATE	December 1, 2021

	_	0 , 2111 (11 (0 2 0 1 11 1	2 11021 (2111121)1
TO: Members of the Governing Board SUBJECT: RESOLUTION NO. 21/22-14 FINDINGS OF THE BOAR TRUSTEES OF THE SOLANO COMMUNITY COLLEGE DISTRICT OF CONTINUED EMERGENCY		overning Board	
		TRUSTEES OF TH	THE SOLANO COMMUNITY COLLEGE
REQUESTED ACT	<u>ION</u> :		
☐Information ☐Consent	OR OR	⊠Approval ⊠Non-Consent	
SUMMARY: The state of emergency Approval of Resolution			the ability of the members to meet safely in person.
STUDENT SUCCES Help students a Basic skills edu Workforce dev Transfer-level	nchieve acation relopme	their educational, prof	fessional and personal goals
Ed. Code:		Board Policy:	Estimated Fiscal Impact: N/A
SUPERINTENDENT'S	RECON	MMENDATION:	☑ APPROVAL☐ DISAPPROVAL☐ NOT REQUIRED☐ TABLE
Celia Espos Superinten			
PRESENT	ER'S N	AME	
4000 Suisu Fairfield			
ADDRESS			Celia Esposito-Noy, Ed.D. Superintendent-President
	864-729		•
TELEPHO	NE NUI	MBER	
			December 15, 2021
VICE PRESID	ENT AF	PROVAL	DATE APPROVED BY SUPERINTENDENT-PRESIDENT
Decemb	ber 2, 20	21	SUFERINTENDENT-FRESIDENT
DATE SUI SUPERINTEND		_	

RESOLUTION NO. 21/22-14 FINDINGS OF THE BOARD OF TRUSTEES OF THE SOLANO COMMUNITY COLLEGE DISTRICT OF CONTINUED EMERGENCY

The Board of Trustees of Solano Community College District have reconsidered the circumstances of the state of emergency originally declared on March 18, 2020, and found that:

(1) The state of emergency continues to directly impact the ability of the members to meet safely in person.

APPROVED, PASSED AND ADOPTED by majority vote of the Board of Trustees of the Solano Community College District of Solano County, State of California, this **15th day of December** by the following vote:

	AYES:
	NOES:
	ABSENT OR NOT VOTING:
Govern	Ioneychurch, J.D., President of the ing Board of the Solano Community

AGENDA ITEM	14.(b)
MEETING DATE	December 15, 2021

TO:	Members of the Gove	rning Board
SUBJECT:	CHANGE TO TEMI SCHEDULE	PORARY INTERPRETER SALARY
REQUESTED ACTION	<u> 1</u> :	
	OR ⊠Approval OR ⊠Non-Consent	
approval. Changes to the STUDENT SUCCESS Help students ach Basic skills educa	IMPACT: ieve their educational, profestion pment and training	presented to the Governing Board for ia SB3 changes in minimum wage.
Ed. Code:	Board Policy:	Estimated Fiscal Impact:
SUPERINTENDENT'S		
Salvatore		
Human Re PRESENTER		
4000 Suisun V Fairfield, C	alley Road	
ADDR	ESS	Celia Esposito-Noy, Ed.D.
707-864	-7281	Superintendent-President
TELEPHONE	NUMBER	
		December 15, 2021
VICE PRESIDEN	T APPROVAL	DATE APPROVED BY SUPERINTENDENT-PRESIDENT
December	3, 2021	
DATE SUBM SUPERINTENDEN		

SOLANO COMMUNITY COLLEGE Temporary Interpreter Salary Schedule Effective 01/01/2022

<u>Title</u>	<u>Level I</u>	<u>Level II</u>	<u>Level III</u>
Beginning Interpreter	\$15.00	\$16.00	
Intermediate Interpreter	\$17.00	\$18.00	\$19.00
Advanced Interpreter	\$21.00	\$23.00	\$25.00
Intern	\$26.00		

Temporary Interpreter Salary Schedule Requirements

<u>Level</u>	Educational Requirements		Skills / Education
Beginning Interpreter	ASL 2 eligible (or)	and	Satisfactory skills assessment
	demonstrated competency		for this level.
	for this level of placement.		
Intermediate	ASL 3 eligible and	and	Range advancement at
Interpreter	documentation of		discretion of manager is
	interaction and/or contact		contingent upon completion of
	with the Deaf community		additional skills enhancement
	(or) demonstrated		training and a skills assessment
	equivalent skill.		evaluation.
Advanced Interpreter	ASL 4 eligible and	and	Range advancement at
	documentation of		discretion of manager is
	interaction and/or long-term		contingent upon completion of
	contact with the Deaf		additional skills enhancement
	community (or) satisfactory		training and a skills assessment
	skills assessment evaluation		evaluation.
	for this level.		
Intern	Completion of ASL certificate	and	Satisfactory skills assessment
	(or) AA degree in ASL.		for this level.

AGENDA ITEM	14.(c)
MEETING DATE	December 15, 2021

TO: Members of the Governing Board					
SUBJECT:		CHANGE TO SHORT-TERM, SEASONAL, PERIODIC, STUDENT WORKER, AND TEMPORARY SALARY SCHEDULES			
REQUESTED ACT	<u>ION</u> :				
☐Information ☐Consent	OR OR	⊠Approval ⊠Non-Consent			
presented to the Gov changes in minimum STUDENT SUCCE Help students Basic skills ed	erning lawage. SS IMF achieve ucation velopme educati	their educational, profesent and training	anges to the	schedule in	clude California SB3
Ed. Code:		loard Policy:	Est	imated Fisca	al Impact: N/A
SUPERINTENDENT		·	⊠ APPR	ROVAL REQUIRED	DISAPPROVAL
Salvat	ore Abb	ate			
Humar	n Resour	ces			
PRESEN	TER'S I	NAME			
4000 Suisı Fairfiel	un Valle d, CA 94	•			
AD	DRESS				to-Noy, Ed.D. lent-President
	864-726				
TELEPHO	ONE NU	MBER			
				.	1.5. 0.001
THEE PRESE	NENTE A	DDDOXIA			er 15, 2021
VICE PRESID	JENT A	PPKUVAL	CHIDE		PROVED BY ENT-PRESIDENT
Decem	ber 3, 20)21	SUPE	ZIXIIN I EIND.	LIVI-F NESIDENI
DATE SU					
SUPERINTENI		_			

SOLANO COMMUNITY COLLEGE

Short-term, Seasonal, Periodic and Student Worker Salary Schedule Effective 01/01/2022

Assistant Athletic Coach	\$16.66/\$21.00		
	(Maximum of \$8,300.00 per Seasonal Sport)		
Athletic Onsite Administrator	\$35.00		
Driver	\$15.00		
Fire Science Academy Classroom Assistant	\$15.00		
Journey Level Assistant	\$25.00		
Lifeguard	\$15.00/\$16.00		
Office Assistant	\$15.00		
Maintenance/Facilities	\$15.00		
Note taker	\$50 per semester		
Pool Manager	\$15.00		
Registration Aide	\$15.00/\$16.00		
Special Projects	\$25.00-\$75.00		
Teaching Apprentice	\$21.00		
Telemarketing	\$15.00		
Theatre staff:			
Box Office Clerk	\$15.00		
Box Office/House Manager	\$15.00		
Production Assistant	\$15.00		
Theatre Assistant	\$15.00		
Theatre Event Technician	\$16.50		
Senior Stage Technician	\$18.50		

Student Workers

All Student Workers

Tutor

\$15.00

\$16.00/\$16.50

The following Student Worker Positions have designated ranges. The higher pay rate and minimum qualifications are determined by the manager:

Early Learning Center Staff:

Aides	\$15.00
Intern 1	\$15.50
Intern 2	\$16.00
Lab Assistant 1	\$16.50
Lab Assistant 2	\$17.50

Disabled Services Program:

Adapted PE Assistant	\$15.00
Mobility Assistant	\$15.00

Tutor \$16.00/\$16.50

AGENDA ITEM	14.(d)
MEETING DATE	December 15, 2021

то:	Members of the Governing Board		
SUBJECT:	CONTRACT AGREEMENT WITH MARK A. CLEMENTI FOR EMPLOYMENT SERVICES		
REQUESTED ACTION:			
☐Information OR ☐Consent OR	⊠Approval ⊠Non-Consent		
Department of Public Safety of Standard Pre-Employs Optional remo Return to Duty/Fitnes Optional remo Critical Incident Stres CONTINUED ON NEXT PAGE STUDENT SUCCESS IMP	employment services. The ment Psychological Evaluation + \$49.00 (as Psychological Evaluation + \$49.00 (as Psychological Evaluation + \$49.00 (as Debriefing: \$350.00 for Exact: ACT: eve their educational, product and training	(online testing fee) ons: \$885.00	
Government Code: N/A	Board Policy:	Estimated Fiscal Impact: 12,700.00	
SUPERINTENDENT'S RECOM	•	□ APPROVAL □ DISAPPROVAL □ NOT REQUIRED □ TABLE	
Susan Wheet Vice President, Finance & A PRESENTER'S N. 4000 Suisun Valley Fairfield, CA 945	AME Road		
ADDRESS 707 864-7209		Celia Esposito-Noy, Ed.D. Superintendent-President	
TELEPHONE NUN Susan Wheet Finance & Administ	ration	December 15, 2021	
December 3, 202	21	DATE APPROVED BY SUPERINTENDENT-PRESIDENT	
DATE SUBMITTE	טוע		

SUPERINTENDENT-PRESIDENT

AGENDA ITEM 14.(d) MEETING DATE December 15, 2021

SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

TO:		Members of the Governing Board	
SUBJECT:		CONTRACT AGREEMENT WITH MARK A. CLEMENTI FOR EMPLOYMENT SERVICES	
REQUESTED ACT	<u>ION</u> :		
☐Information ☐Consent	OR OR	⊠Approval ⊠Non-Consent	

SUMMARY:

CONTINUED FROM PREVIOUS PAGE

• No show appointments/late cancellations (less than 72 hours' notice): Full price of evaluation

Rate increase effective July 1, 2024

- Standard Pre-Employment Psychological Evaluation: \$785.00
 - Optional remote evaluation- + \$49.00 (online testing fee)
- Return to Duty/Fitness Psychological Evaluations: \$925.00
 - Optional remote evaluation-+ \$49.00 (online testing fee)
- Critical Incident Stress Debriefing: \$350.00 for 1st hour & \$285 for each additional hour
- No show appointments/late cancellations (less than 72 hours' notice): Full price of evaluation

The term of this agreement is from January 1, 2022 to June 30, 2022.

Cost of this agreement is not to exceed \$12,700.

Attached is a copy of the Agreement.

Mark A. Clementi, Ph.D. California Public Safety Psychology

50 Old Courthouse Square, Suite 400 Santa Rosa, California 95404 (707) 527-0456 Licensed Psychologist #PSY13898 Emergency Phone: (707) 484-5246 Email: drelementi@sbeglobal.net Website: www.drelementi.com

<u>Current Service Rates</u>

PROFESSIONAL AFFILIATIONS: American Psychological Association; Society of Police and Criminal Psychology; International Association of Chiefs of Police, Fire Service Psychology Association

- <u>Standard Pre-Employment Psychological Evaluation</u>: \$725.00
 Optional remote evaluation +49.00(publisher's on-line testing fee)
- Return to Duty/Fitness for Duty Psychological Evaluation: \$885.00
- Optional remote evaluation +49.00(publisher's on-line testing fee)
- <u>Critical Incident Stress Debriefing</u>: \$350.00 for 1st hour and \$285 for each additional hour
- No show appointments/late cancelations (less than 72 hours' notice): Full price of evaluation

Rate increase effective July, 1 2024

- Standard Pre-Employment Psychological Evaluation: \$785.00
 Optional remote evaluation +49.00(publisher's on-line testing fee)
- Return to Duty/Fitness for Duty Psychological Evaluation: \$925.00
- Optional remote evaluation +49.00(publisher's on-line testing fee)
- <u>Critical Incident Stress Debriefing</u>: \$350.00 for 1st hour and \$285 for each additional hour
- No show appointments/late cancelations (less than 72 hours' notice): Full price of evaluation

AGENDA ITEM	14.(e)
MEETING DATE	December 15, 2021

TO:		Members of th	Governing Board	
SUBJECT:		FOR PROJEC	Γ INSPECTION SI AMPUS BASEBAI	MA INSPECTIONS INC. ERVICES FOR THE LL-SOFTBALL
REQUESTED ACT	TION:			
☐ Information ☐ Consent	OR OR	⊠Approval ⊠Non-Conse	nt	
Division of State Arch Project on the Fairfie inspections of all cont (DSA). CONTINUED ON THE STUDENT SUCCESS Help our studen Basic skills edu Workforce dev Transfer-level of	nitect (Index control of the control	OSA) Project Inspus. The scope in, and all other TPAGE ACT: eve their education and training on	ection services for to of work of this contemns as required by mal, professional and	ct to Optima Inspections Inc. for he Baseball-Softball Clubhouses ntract includes providing onsite the Division of State Architect personal goals
	te instru	ctional space and	update equipment.	
Ed. Code: Board	Policy:		stimated Fiscal Impac	et: \$6,300.00 Measure Q Funds
SUPERINTENDENT'S	RECOM	IMENDATION:	⊠ APPRO □ NOT RI	VAL DISAPPROVAL TABLE
Luck Executive E PRESENT 4000 Suisu	TER'S N.	AME	-	
	l, CA 945	34		
ADI	DRESS			elia Esposito-Noy, Ed.D. Superintendent-President
	863-7260		-	
TELEPHO	NE NUN n Wheet	ABER		
V.P., Finance		nistration		December 15, 2021
VICE PRESID				DATE APPROVED BY RINTENDENT-PRESIDENT
Deceml	ber 3, 202	21	Seren	
DATE SUF			-	

SUPERINTENDENT-PRESIDENT

AGENDA ITEM 14.(e) MEETING DATE December 15, 2021

SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: CONTRACT AWARD TO OPTIMA INSPECTIONS INC.

FOR PROJECT INSPECTION SERVICES FOR THE

FAIRFIELD CAMPUS BASEBALL-SOFTBALL

CLUBHOUSES PROJECT

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

Proposals were solicited from all the firms in the Board Approved Pool of DSA Project Inspection Firms and were due on December 1st, 2021. Only one proposal was received from Optima Inspections Inc. Based on the consultant's qualifications, the proposed scope of work, and submitted price, Optima Inspections Inc.'s proposal was determined to be fair and appropriate.

The Board is asked to approve a professional services contract to Optima Inspections Inc., in the amount not to exceed \$6,300.00.

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

AGENDA ITEM	14.(f)
MEETING DATE	December 15, 2021

TO:	Members of the Go	overning Board		
SUBJECT:	CONSTRUCTION SOFTBALL CLUI	CONTRACT AWARD TO ARTHULIA INC. FOR CONSTRUCTION SERVICES FOR BASEBALL-SOFTBALL CLUBHOUSES PROJECT ON THE FAIRFIELD CAMPUS		
REQUESTED ACTION	:			
☐Information OR ☐Consent OR	= ''			
SUMMARY:				
Baseball-Softball Clubhou locker rooms used by the Architect) approved modu with Disabilities Act) upgray CONTINUED ON THE NESTUDENT SUCCESS IM Help our students act Basic skills education Workforce developm Transfer-level education	Baseball and Softball lar buildings. This project ades and the installation EXT PAGE Chieve their educational, on ment and training	professional and personal goals		
Ed. Code: Board Police	ev: Estin	nated Fiscal Impact: \$342,820.00 Measure Q Funds		
SUPERINTENDENT'S RECO	-			
Lucky Loft				
Executive Bonds	· ·			
PRESENTER'S 4000 Suisun Vall Fairfield, CA	ley Road			
ADDRES		Celia Esposito-Noy, Ed.D.		
(505) 0 (5 5	260	Superintendent-President		
(707) 863-7				
TELEPHONE N Susan Who				
V.P., Finance & Ada		December 15, 2021		
VICE PRESIDENT	APPROVAL	DATE APPROVED BY SUPERINTENDENT-PRESIDENT		
December 3,				
DATE SUBMIT	TED TO			

SUPERINTENDENT-PRESIDENT

AGENDA ITEM 14.(f) MEETING DATE December 15, 2021

SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: CONTRACT AWARD TO ARTHULIA INC. FOR

CONSTRUCTION SERVICES FOR BASEBALL-SOFTBALL CLUBHOUSES PROJECT ON THE

FAIRFIELD CAMPUS

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

Sealed bids were due on November 11, 2021, and a live stream bid opening was conducted. The District received a total of three (3) bids for the Fairfield Campus Baseball-Softball Clubhouses Project.

<u>CONTRACTOR</u>	BASE BID	TOTAL BID AMOUNT
Arthulia Inc.	\$ 286,200.00	\$ 342,820.00
J-Walt Construction	\$ 494,000.00	\$ 558,400.00
RBH Construction Inc.	\$ 579,289.00	\$ 651,568.00

^{*} Total Bid Amount includes a 10% Owners Allowance.

It was determined that Arthulia Inc. submitted the lowest responsible and responsive Base Bid. It is recommended that the Board award a contract to Arthulia Inc. for the Total Bid Amount of \$342,820.00.

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

^{*} Total Bid Amount includes Add Alternate #01 for an Intrusion Alarm System at both buildings.

AGENDA ITEM	14.(g)
MEETING DATE	December 15, 2021

SUBJECT: CC	embers of the Governing Board ONTRACT AMENDMENT #1 TO SWINERTON ANAGEMENT & CONSULTING FOR CONSTRUCTION ANAGEMENT SERVICES FOR THE LIBRARY/
	ANAGEMENT & CONSULTING FOR CONSTRUCTION ANAGEMENT SERVICES FOR THE LIBRARY/
MA LE	ARNING RESOURCE CENTER PROJECT (BUILDING REPLACEMENT)
REQUESTED ACTION:	
	Approval Non-Consent
& Consulting for Construction Center Project (Building 100 R requested for Amendment #1	roved a professional services contract to Swinerton Managemen Management Services on the Library and Learning Resource eplacement) on the Fairfield Campus. Board approval is now to increase the original professional services Agreement with sulting for costs incurred resulting from additional scope of VID-19 project delays.
CONTINUED ON THE NEXT PAGE	GE
Basic skills education Workforce development ar Transfer-level education	heir educational, professional and personal goals
Ed. Code: Board Policy: Estimated	Fiscal Impact: \$745,935.89 State, CARES Act and Measure Q Funds
SUPERINTENDENT'S RECOMME	NDATION: APPROVAL DISAPPROVAL TABLE
Lucky Lofton	
Executive Bonds Manage	r
PRESENTER'S NAME	
4000 Suisun Valley Road Fairfield, CA 94534	<u> </u>
ADDRESS	Celia Esposito-Noy, Ed.D. Superintendent-President
(707) 863-7855	1
TELEPHONE NUMBE	
Susan Wheet	
Vice President, Finance & Admir	distration December 15, 2021
VICE PRESIDENT APPRO	
, ICL I RESIDENT MITRO	SUPERINTENDENT-PRESIDENT
December 3, 2021	SOI EMITE DENT-I RESIDENT

DATE SUBMITTED TO SUPERINTENDENT-PRESIDENT

AGENDA ITEM 14.(g) MEETING DATE December 15, 2021

SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: CONTRACT AMENDMENT #1 TO SWINERTON

MANAGEMENT & CONSULTING FOR CONSTRUCTION MANAGEMENT SERVICES FOR THE LIBRARY AND LEARNING RESOURCE CENTER PROJECT (BUILDING

100 REPLACEMENT)

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

Delays to the project schedule as a result of COVID-19 have resulted in an unforeseen extension to the project schedule requiring the construction management team to remain on the project longer than originally agreed. Additionally, the scope of work related to moving/relocation is being incorporated into this contract in order to streamline logistics and the timeline for move management to meet schedule requirements. In consideration of this increased scope of work and the COVID-19 pandemic impacts to project delivery, the Board is asked to approve this Amendment #1.

\$1,652,799.00	Original Contract Amount
\$ 0.00	Previously Approved Amendments (0)
\$ 745,935.89	Proposed Amendment #1
\$2,398,734.89	New Contract Amount

The Board is asked to approve this contract Amendment #1 to Swinerton Management & Consulting in an amount of \$745,935.89 for a new contract amount of \$2,398,734.89.

The contract amendment is available online at: http://www.solano.edu/measureg/planning.php

AMENDMENT NUMBER ONE TO AGREEMENT FOR CONSTRUCTION MANAGEMENT SERVICES

This Amendment Number One to the Agreement for Construction Management Services ("Amendment") for the Library/Learning Resource Center Project (Building 100 Replacement) at the Fairfield Campus, is made and entered into this 15th day of December, 2021, by and between the Solano Community College District ("District") and Swinerton Management and Consulting ("CM") (each a "Party" and, together, "Parties") as follows:

RECITALS

WHEREAS, the Parties entered into the Agreement for Construction Management Services on June 19th, 2019 ("Agreement"), relating to the Library/Learning Resource Center Project (Building 100 Replacement) at the Fairfield Campus, located at 4000 Suisun Valley Road, Fairfield, CA 94534 ("Project"), as further described in the Agreement;

WHEREAS, pursuant to the Agreement, CM's contract price for professional services ("Services") satisfactorily rendered is a not-to-exceed amount of One Million, Six Hundred Fifty-Two Thousand, Seven Hundred Ninety-Nine Dollar and Zero Cents (\$1,652,799.00) ("Fee");

WHEREAS, at this time, the Parties wish to amend the Agreement to increase the Fee amount by Seven Hundred Forty-Five Thousand, Nine Hundred Thirty-Five Dollars and Eighty-Nine Cents (\$745,935.89) for delays to the project due to COVID-19 and to include the additional scope of work of move and relocation services, as described in Exhibit "1" and Exhibit "2" respectively, attached hereto and incorporated herein by this reference;

WHEREAS, the new Fee will be Two Million, Three Hundred Ninety-Eight Thousand, Seven Hundred Thirty-Four Dollars and Eighty-Nine Cents (\$2,398,734.89); and

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth above and contained herein, the Parties agree as follows:

1. Amendments to Agreement.

Article 6. Fee And Method Of Payment For Basic Services

6.1 District shall pay Construction Manager an amount not to exceed Two Million, Three Hundred Ninety-Eight Thousand, Seven Hundred Thirty-Four Dollars and Eighty-Nine Cents (\$2,398,734.89) for all services contracted for under this Agreement, Amendment One of this Agreement, and based upon the Fee Schedule set forth in Exhibit "D" as included in the original Agreement.

2. Other Provisions Reaffirmed.

All other provisions of the Agreement shall remain in full force and effect and are reaffirmed. If there is any conflict between this Amendment and any provision of the Agreement, the provisions of this Amendment Number One shall control.

 ${\bf IN~WITNESS~WHEREOF},$ the Parties have executed and entered into this Amendment No. 1 as of the date set forth above.

Dated: Swinerton Management and Consulting	Dated: Solano Community College District
By:	By:
Print Name:	Print Name:
Title	Title:

EXHIBIT 1

COVID Delay Impacts

In addition to being onsite for six months longer, during this time period our scope of work has increased significantly in the following areas:

- 1. <u>Weekly meetings</u>: The project requires regular weekly meetings, including documentation of agenda, minutes, and reports:
 - A. Owner/Architect/Contractor meeting: meeting facilitation, preparation and distribution of agenda and meeting minutes.
 - B. Weekly Program Meeting: preparation of reports and logs, team participation.
 - C. Virtual site visits and inspections for design team, consultants, and District staff.
- 2. Monthly/Weekly Construction Management tasks:
 - A. Reviews of Contractor's monthly Application for Payment, including required supporting documentation (subcontractor backup, conditional and unconditional lien releases).
 - B. Review of Contractor's communication, daily reports, and documentation.
 - C. Onsite construction progress observation.
 - D. Coordination of testing and inspection.
 - E. Coordination of review by DSA Inspector of Record.

3. Data Center:

- A. Re-sequencing of construction activities requiring network connectivity.
- B. Establishment and coordination of scope of work for temporary network connection.
- C. Schedule and coordination with utility providers.
- D. Coordination between contractor and District IT Department to establish requirements for data roll-over, temporary network connectivity, and equipment move-in.
- 4. <u>Review of schedule alternatives</u>: The final plan for phasing of move-in, FF&E installation, data center changeover, demolition, and site construction included review of several alternatives:
 - A. September 2021 Data Center roll over scenario.
 - B. Old Building 100 site demolition/LLRC construction overlap.
 - C. December 2021/January 2022 Data center roll over shift.
 - D. COVID-19 related delay scenarios.
- 5. <u>COVID-19 protocols</u>: COVID-19 impacts were unanticipated at the start of the project. Identify, manage, and execute a number of unanticipated procedures in order to comply with District, County, and regulatory requirements:
 - A. County health regulations.
 - B. District health and safety protocols.
 - C. Construction trade requirements.
 - D. OSHA health and safety regulations.
 - E. Facilitation of remote work by design team (virtual job walks).
 - F. Facilitation of virtual tours for District staff and board of directors.
 - G. Transportation of project submittals (to/from design team member work locations to/from project site).

EXHIBIT 2

Move/Relocation Services Added Scope

Modify move/relocation services from a single procurement and installation to a multi-phased move.

- 1. Two-Phase Move of student materials.
- 2. Two-Phase Move of faculty offices.
- 3. Multi-Phase Move of District IT Department.
- 4. Source new furniture due to COVID-19 impacts on availability.
- 5. Coordination of extended storage for pre-purchased furniture and equipment.

Move Management Team:

In addition to the additional scope described above, and due to increased complexity, add a subconsultant to the team as Move Manager. This subconsultant will manage the base scope of move management work, plus the additional move tasks noted above.

AGENDA ITEM	14.(h)
MEETING DATE	December 15, 2021

TO:	Members of the	Governing Board	
SUBJECT:	FOR ADDITIO	MENDMENT #1 TO THE SCION GROUP ONAL PROFESSIONAL SERVICES FOR THE ON CAMPUS HOUSING PROJECT	
REQUESTED ACTION			
☐Information OR ☐Consent OR	⊠Approval ⊠Non-Consen	t	
campus housing consultar approval is now requested Agreement with The Scion Agreement. This will allow including recommendation. **CONTINUED ON THE NEXT STUDENT SUCCESS IMITED PROPERTIES IMITED PROPERTIES IN THE PROPERTIES IN T	nt services for the d for Amendment Group for addition w for the completics for further develop TPAGE PACT: nieve their education and training tion	nal, professional and personal goals	
Other: Renovating ex			
Ed. Code: Board	l Policy: E	Estimated Fiscal Impact: \$14,940.00 Measure Q Funds	
SUPERINTENDENT'S RECO	MMENDATION:	☑ APPROVAL☐ DISAPPROVAL☐ NOT REQUIRED☐ TABLE	
Lucky Lofto Executive Bonds N PRESENTER'S	Manager		
4000 Suisun Valle Fairfield, CA 9			
ADDRESS	,	Celia Esposito-Noy, Ed.D. Superintendent-President	
(707) 863-78		- -	
TELEPHONE NU Susan Whe			
Vice President, Finance &		December 15, 2021	
VICE PRESIDENT A		DATE APPROVED BY	
D 1 2 2	021	SUPERINTENDENT-PRESIDENT	
December 3, 2 DATE SUBMITI			
DATE SUDMITI	ED IO		

SUPERINTENDENT-PRESIDENT

AGENDA ITEM 14.(h) MEETING DATE December 15, 2021

SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: CONTRACT AMENDMENT #1 TO THE SCION GROUP

FOR ADDITIONAL PROFESSIONAL SERVICES FOR THE

DISTRICT'S ON CAMPUS HOUSING PROJECT

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

The Scion Group was asked to provide expanded survey administration services, and to include advising on and assisting with SB169 analysis. This new scope incorporates grant application completion and analysis, and financial modeling related to grant funding requirements and potential multi-site evaluation.

In consideration of this expansion of services and the timing of SB169 passage and roll-out, the term of this Agreement is also being extended through June 30, 2022.

This additional scope of work is beyond the original scope of the Consultant.

\$ 55,275.00 Original Contract Amount \$ 14,940.00 Proposed Amendment #1 \$ 70,215.00 New Contract Amount

The Board is asked to approve this contract Amendment #1 to The Scion Group in an amount not to exceed \$14,940.00.

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

AMENDMENT # 1 TO AGREEMENT

PARTIES

This **First Amendment** to Agreement ("Amendment") is entered into between **Solano Community College District** ("District") and **The Scion Group** ("Consultant"), collectively the "Parties".

RECITALS

WHEREAS, District and Consultant entered into a Consulting Services Agreement ("Agreement"), dated June 16th, 2021 for **Housing Consulting Services** ("Project"); and

WHEREAS, District and Consultant agree to amend the Agreement to incorporate additional consulting services and extend the services being performed through June 30, 2022.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth above and contained herein, District and Consultant agree as follows:

AGREEMENT

- 1. Article 1 shall be amended to include the following additional services:
 - 1.1 Expanded survey administration services; and
 - 1.2 Advising on and assistance with SB169 housing grant application and analysis, including financial modeling related to grant funding requirements and potential multi-site evaluation.
- 2. Article 2 shall be revised to read:

Consultant shall commence providing services under this Agreement on 16th day of June, 2021 and will diligently perform as required and complete performance by 30th of June, 2022, unless this Agreement is terminated and/or otherwise cancelled prior to that time.

3. Article 4 shall be revised to read:

District agrees to pay the Consultant for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed **Seventy Thousand, Two Hundred Fifteen Dollars and Zero Cents (\$70,215.00)**. District shall pay Consultant according to the following terms and conditions:

4.1. Payment for the Work shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after the Consultant submits an invoice to the District for Work actually completed and after the District's written approval of the Work, or the portion of the Work for which payment is to be made. The schedule of deliverable Services to be produced is as follows:

4.1.1. Phase 1: Assessment \$41,715.00 4.1.2. Phase 2: Feasibility Analysis \$28,500.00

- 4. Except as set forth in this Amendment, all provisions of the Agreement and any previous extension(s) and/or amendment(s) thereto shall remain unchanged, in full force and effect, and are reaffirmed. This Amendment shall control over any inconsistencies between it and the Agreement and/or any previous extension(s) and/or amendment(s).
- 5. Consultant acknowledges and agrees that this Amendment shall not be binding on the Parties until and unless the Solano Community College District's Governing Board approves this Amendment.

IN WITNESS WHEREOF, the parties hereto have accepted and agreed to this Amendment on the dates indicated below.

Dated:, 2021	Dated:, 2021
SOLANO COMMUNITY COLLEGE DISTRICT	THE SCION GROUP
By:	Ву:
Print Name: <u>Lucky Lofton</u>	Print Name:
Print Title: Executive Bonds Manager	Print Title:

AGENDA ITEM	14.(i)
MEETING DATE	December 15, 2021

SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

TO:	Members of the Gov	verning Board	
SUBJECT:	COMMUNITY COI COLLEGE DISTRI	TWEEN THE FOUNDATION FOR LLEGES AND SOLANO COMMUNITY ICT ON THE USE OF CORNERSTONE AGEMENT SYSTEM	
REQUESTED ACTION:			
☐Information OR ☐Consent OR	⊠Approval ⊠Non-Consent		
College District on the utiliz review and approval by the C and track professional deve Resource Center Project. The service support for Cornerst and is renewable for up to a service support SUCCESS IMI STUDENT SUCCESS IMI Help students achieved Basic skills education Workforce development	ation of Cornerstone L. Governing Board. Cornerstone L. Governing Board. Cornerstone L. Governing Board. Cornerstone L. Governings and the software one L. Government (SSC-04) one L. G	prinia Community Colleges and Solano Community Learning Management System is being presented for erstone LMS will enable the District to create, assign will enhance the services provided by the Vision 144-18) includes free access, technical and customer and MOU shall be in effect once signed by all parties fessional and personal goals	or gn on er
Other:	1 D .1:	F-1:1 F:1 I	
Ed. Code: Boo SUPERINTENDENT'S RECO	ard Policy: MMENDATION:	Estimated Fiscal Impact: \$0	
David Williams, Vice President, Acade PRESENTER'S I 4000 Suisun Valle Fairfield, CA 94	mic Affairs NAME y Road		
ADDRESS	•	Celia Esposito-Noy, Ed.D.	
707-864-711	7	Superintendent-President	
TELEPHONE NU			
David Williams,		D 1 15 2021	
Vice President, Acade		December 15, 2021	
VICE PRESIDENT A	rrkuval	DATE APPROVED BY SUPERINTENDENT-PRESIDENT	
December 6, 2	021	SOI ERRITERIDERT I RESIDERT	
DATE SUBMITT			
INTENDENT-PRE	SIDENT		



MEMORANDUM OF UNDERSTANDING

Between

THE FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES

And

PARTICIPATING COLLEGES

Agreement SSC-044-18

The Vision Resource Center Project

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

RECITALS

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

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

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

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

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

REPRESENTATIONS AND WARRANTIES

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

AGREEMENT

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

- 1. Effective Date. This MOU shall be effective once signed by all parties to this MOU ("Effective Date").
- 2. <u>Term.</u> The term of this MOU shall begin on the Effective Date and end on June 30, 2022 and is renewable upon the written and signed agreement of both parties for up to a total of five years.
- **3.** <u>Termination.</u> The Parties shall have the right to terminate this Agreement for any reason or no reason at all, without penalty, at any time by providing the other with at least thirty (30) days written notice of termination in accordance with Section 7 of this Agreement.
- 4. <u>Confidential Information</u>. "Confidential Information" means any proprietary or confidential information as such terms are most broadly defined under applicable law; including non-public institutional information, student, and employee data; documentation, forms, technical specifications, access procedures, system security information, software, methods, reports and lists. "Confidential Information" also includes any non-public information of FOUNDATION or PARTICIPATING COLLEGE disclosed by either party to the other party, either directly or indirectly, in writing, orally or by inspection of tangible objects, or to which the other party may have access, which a reasonable person would consider confidential. Each party agrees:
 - (1) not to copy or use the other party's Confidential Information in any way, except as permitted by this MOU;
 - (2) not to disclose the other party's Confidential Information to any third party, except as required by law, to its attorneys and accountants as reasonably necessary, or as authorized by this MOU; and
 - (3) to protect the other party's Confidential Information reasonably and with due care.

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

Information. The parties further acknowledge that knowing or negligently sharing Confidential Information constitutes a breach of this Agreement.

5. PARTICIPATING COLLEGE Responsibilities.

The PARTICIPATING COLLEGE shall:

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

6. FOUNDATION Responsibilities.

The FOUNDATION shall:

- 1) Provide the PARTICIPATING COLLEGE with free integration and cover licensing fees for the Cornerstone LMS for faculty, staff, administrators and trustees for the term of this MOU.
- 2) Provide the PARTICIPATING COLLEGE with sample data feed template for Cornerstone LMS integration.
- 3) Have a dedicated staff person to serve as the Cornerstone LMS global system administrator and established process for the PARTICIPATING COLLEGE to submit any issues or questions that arise.
- 4) Provide the PARTICIPATING COLLEGE with functionality to access Cornerstone through single sign-on access to the Cornerstone LMS.
- 5) Provide training resources, materials, and instructions to the PARTICIPATING COLLEGE.
- Provide technical support and customer service for Cornerstone LMS and the VRCProject through set up, integration, and implementation at the PARTICIPATING COLLEGE.
- 7) Train the PARTICIPATING COLLEGE's Professional Development Lead (PDL) on the Cornerstone LMS and the VRCProject.
- 8) Upon request, FOUNDATION shall make available to the Chancellor's Office all system, college, and district data collected by the Cornerstone LMS.
- 9) FOUNDATION global system administrators will respond to and escalate any accessibility-related issue reported by end users or PARTICIPATING COLLEGE's system administrator(s).
- 10) Accessibility issues may be reported using contact methods directly in the LMS, or by use of FOUNDATION-maintained service desk software. FOUNDATION global system administrators will prioritize and escalate any accessibility-related issue by creating a support request with Cornerstone Global Technology Services to address the concern. FOUNDATION maintains current records of Cornerstone's Voluntary Product Accessibility Template (VPATs).
- 7. <u>Notices.</u> All notices and other communications required or permitted to be given under this MOU must be directed to the following individuals:

FOUNDATION PROGRAM MANAGER (All Programmatic Issues)
Elizabeth Kay
Director of Professional Development
1102 Q Street, Suite 4800
Sacramento, CA 95811
bkay@foundationccc.org

FOUNDATION CONTRACTS DEPARTMENT

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

PARTICIPATING COLLEGE

David Williams, Ph.D. Vice President, Academic Affairs 4000 Suisun Valley Road Fairfield, CA 94534 David.williams@solano.edu

8. General Terms and Conditions.

- a. <u>Entire Agreement.</u> This MOU, and any valid amendments thereto, constitutes the entire, complete, final and exclusive agreement between the parties with respect to the subject matter hereof and supersedes and replaces any and all prior and contemporaneous communications between the FOUNDATION and PARTICIPATING COLLEGE regarding such subject matter.
- b. <u>Interpretation.</u> This MOU is the product of joint collaboration and drafting by authorized representatives of both PARTICIPATING COLLEGE and the FOUNDATION. Therefore, an interpretation of any term or condition contained herein shall not be construed against either party as the drafting party.
- d. <u>Headings.</u> Paragraph headings in this MOU are used solely for convenience and shall be wholly disregarded in the construction of this MOU. Paragraph headings shall not be deemed to define, limit or extend the scope or intent of the paragraphs to which they appertain.
- e. <u>Counterparts.</u> The Parties agree that this MOU may be executed in counterparts, each of which shall be deemed to be an original, but both of which together shall constitute one and the same instrument, and that a photocopy, pdf or facsimile may serve as an original. If this MOU is executed in counterparts, no signatory hereto shall be bound until both the parties have fully executed a counterpart of this MOU.
- f. <u>Modification.</u> This MOU may be modified only upon signed written agreement by both parties.
- h. Non-Waiver. The failure of either FOUNDATION or PARTICIPATING COLLEGE, whether purposeful or otherwise, to exercise in any instance any right, power or privilege (including but not limited to waiver) under this Agreement or under law of this Agreement shall not constitute a waiver of any other right, power or privilege, nor of the same right, power or privilege in any other instance. Any waiver by FOUNDATION must be in writing.
- i. <u>Severability.</u> If any provision(s) of this MOU is found by a court having jurisdiction hereof to be unenforceable, invalid, or contrary to law, that provision(s) shall be deemed

- to be severed from the remainder of this MOU, and the remaining provisions shall be harmonized and interpreted as the agreement between the parties.
- j. <u>Indemnification.</u> The FOUNDATION shall defend, indemnify and hold the PARTICIPATING COLLEGE, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this MOU but only in proportion to and to the extent such liability, expense, attorneys' fees or claims for injury or damages are caused by or resulted from the negligent or intentional acts or omissions of the FOUNDATION, its officers, agents, or employees. The PARTICIPATING COLLEGE shall defend, indemnify and hold the FOUNDATION, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the PARTICIPATING COLLEGE, its officers, agents, or employees.
- k. <u>Intellectual Property.</u> FOUNDATION retains all proprietary and intellectual property rights, title and interest in and to FOUNDATION data and content.
- 1. <u>Assignment.</u> Neither party shall assign this MOU or any right or interest hereunder to another party, without the other party's prior written and signed consent.
- m. Restrictions. Software means: (i) any and all of Cornerstone's proprietary web-based applications, including, without limitation, all updates, revisions, bug-fixes, upgrades, and enhancements thereto, as well as applications that have been modified in any way by Cornerstone at the request of a client; and (ii) application functionality and eLearning content provided by Cornerstone-contracted third parties.
 - The Software used under this MOU may be used only for the PARTICIPATING COLLEGE's lawful business purposes. PARTICIPATING COLLEGE shall not: (i) use or deploy the Software in violation of applicable laws or this Agreement; (ii) resell any Software or Service; (iii) create any derivative works based upon the Software; (iv) reverse engineer, reverse assemble, decompile or otherwise attempt to derive source code from the Software or any part thereof (except to the extent that such restriction is not permitted under applicable law); (v) make any Software or Service available to any unauthorized parties; or (vi) release the results of benchmark tests or other comparisons of any Software or Service with other software, services, or materials.
- n. <u>Choice of Law.</u> This MOU shall be interpreted, governed and construed in accordance with the internal substantive laws of the State of California. Any dispute or claim arising from this MOU shall be resolved in a state or federal court in Sacramento, California. The parties specifically submit to the personal jurisdiction and subject matter jurisdiction of the state and federal courts located in Sacramento, California.

THE PARTIES HEREBY EXECUTE THIS MOU.

PARTICIPATING COLLEGE

FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES

Ву:	Ву:
Print Name: <u>David Williams</u>	Print Name: Beth Kay
Title: Vice President, Academic Affairs	Title: <u>Director of Professional Development</u>
Date:	Date:

AGENDA ITEM	14.(j)
MEETING DATE	December 15, 2021

SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

TO:	Members of the Gov	erning Board
SUBJECT:		ONSORSHIP AGREEMENT WITH THE RENEURIAL CENTER
REQUESTED ACTIO	<u>N</u> :	
	R	
SUMMARY:		
of the work plan and Entrepreneurship grant the 2022 to December 31, 20 Attached is a copy of the STUDENT SUCCESS I	budget for the Chancellon at Solano College hosts. The D22 and the amount of the sproposed sponsorship agreed IMPACT: eve their educational, profession pment and training	ement.
Ed. Code:81655	Board Policy:3520	Estimated Fiscal Impact: \$10,000 Grant Expense
SUPERINTENDENT'S RE	COMMENDATION:	
Charles State Director, Busine		
PRESENTE		
4000 Suisun	Valley Road	
Fairfield,		
ADD	RESS	Celia Esposito-Noy, Ed.D.
(707) 80	63-7846	Superintendent-President
• • • • • • • • • • • • • • • • • • • •	E NUMBER	
David Will		
	Academic Affairs	December 15, 2021
VICE PRESIDE	NT APPROVAL	DATE APPROVED BY SUPERINTENDENT-PRESIDENT
Decembe	er 3, 2021	
DATE SUBM SUPERINTENDE		

December 1, 2021

Charles Eason State Director, Business and Entrepreneurship California Community Colleges 4000 Suisun Valley Road, Room 151 Fairfield, CA 94534

Dear Charles:

Thank you for your offer of sponsorship of the InternMatch Program with the goal of incorporating the Think Like and Entrepreneur curriculum and toolkit into classrooms with the support of faculty externs and placing California Community College student interns with Nasdaq Entrepreneurial Center early-stage companies per the attached Talent Acceleration proposal. Please find the enclosed agreement and donation engagement for your review. If you accept these terms, please sign where indicated below and return an executed copy to me via email at nicola.corzine@thecenter.nasdaq.org.

I look forward to the continuation of our partnership together and the acceleration of entrepreneurial success for students and startups throughout California!

Sincerely,

Nicola Corzine Executive Director Nasdaq Entrepreneurial Center

NASDAQ ENTREPRENEURIAL CENTER SPONSORSHIP AGREEMENT

This Nasdaq Entrepreneurial Center Sponsorship Agreement ("<u>Agreement</u>") is made as of December 7, 2021 (the "<u>Effective Date</u>") by and between The Nasdaq Entrepreneurial Center, Inc. ("<u>NEC</u>," "<u>We</u>" and "<u>Us</u>") and Solano Community College as host for the California Community Colleges State Director for Business and Entrepreneurship ("<u>SCC</u>", "<u>Sponsor</u>" or "<u>You</u>") to serve as a sponsor for the Nasdaq Entrepreneurial Center (the "<u>Center</u>").

- 1. <u>Term:</u> This Agreement will commence on the Effective Date and continue for the term set forth in the attached Addendum ("Term"). You may decide to withdraw your sponsorship and display of acknowledgements on the Center website at any time, but understand that any Donation already paid will not be returned, and all outstanding Donation obligations will survive. Either party may terminate this Agreement upon written notice if the other party or any of its personnel engage in any activity (criminal or otherwise) that would reasonably likely have a negative impact on such terminating party or its reputation; following any such termination by Sponsor, the Center shall fully refund the Donation to Sponsor within thirty (30) days of termination.
- 2. <u>Donation</u>: As a sponsor of the Center, you agree to provide Us with the Donation set forth in the attached Addendum within fifty (50) days of the Effective Date. You make this payment with no expectation that You will receive any return benefit other than those benefits specifically identified in the attached Addendum.
- 3. <u>Sponsorship Benefits</u>: As a sponsor of the Center, You are entitled to the benefits set forth in the attached Addendum.
- 4. <u>Use of Funds</u>: We agree to use the Donation solely for legitimate expenses of the Center.
- 5. <u>Use of Partner Names and Logos</u>: You agree to provide Us with Your logo images in a high-resolution format (such as EPS or Adobe Illustrator) for Our use in connection with Our promotion of the Center. We reserve the right to display other partner and sponsor acknowledgements on the Center website and collateral materials; provided that such displays and acknowledgements do not violate any exclusivity benefits to which You are entitled. The placement of all Sponsor and other sponsor logos will be determined solely by Us, consistent with the use contemplated in this Agreement. All rights other than those expressly granted hereunder are reserved.
- 6. <u>Reservation of Rights:</u> Except for the rights and recognition that we will give to Sponsor as outlined in this Agreement and the attached Addendum, we reserve all rights in connection with the Center. Sponsor must not state or imply, orally or in writing, that the Center, or any of its officers, directors, employees, or agents endorse Sponsor or its products and services. Sponsor agrees and acknowledges that we are solely responsible for operating the Center in our sole discretion.
- 7. <u>The Center:</u> Sponsor acknowledges that all visitors to the Center must agree to and abide by our general terms governing admission to the Center, which includes a standard publicity release for many of the Center events.

8. Confidentiality:

(a) The term "Confidential Information" means the terms of this Agreement and information either party identifies as "Confidential" or "Proprietary", or which, under the circumstances, a reasonable person would understand should be treated as confidential or proprietary. Confidential

Information specifically includes confidential business information relating to the other party including sales information, marketing information, and promotion plans discussed or disclosed in the course of performing this Agreement, and all information regarding donors to the Center (which is our property).

- (b) During the Term and after the expiration or earlier termination of this Agreement, each party must not disclose to any third party Confidential Information of the other party without the other party's prior written consent. Neither party may use the other party's Confidential Information for any purpose other than to exercise the rights and perform obligations under this Agreement. A party must use the same degree of care to protect a disclosing party's Confidential Information as it uses to protect its own Confidential Information of a similar nature, but no less than reasonable care.
- (c) These confidentiality obligations do not apply to any information that (i) is public when disclosed; (ii) is received from or becomes public through a third party not bound by a confidentiality agreement; (iii) the receiving party can demonstrate by written evidence it was aware of at the time of disclosure; (iv) was generated independently by the receiving party before disclosure by the disclosing party; or (v) is required to be disclosed by law, subpoena, or other legal process.

By signing below, the parties indicate the acceptance of the terms of this Agreement which outlines the terms and conditions of our partnership and is the definitive agreement between the parties with respect to the subject matter set forth herein.

9. <u>Limitation on Liability/Indemnification</u>. Neither party will be liable to the other under any circumstances or any theory of recovery, whether based on breach of contract, tort (including negligence, gross negligence, and strict liability), breach of warranty, willful misconduct or fraud, or otherwise, for any incidental, special, indirect, punitive, or consequential loss, expense, or damage whatsoever arising out of or in connection its activities undertaken pursuant to this Agreement, even if advised of the possibility of such damages. Notwithstanding the above, nothing in this Agreement will limit a party's liability for (i) death or bodily injury caused by that party's negligence or (ii) that party's fraud.

The Center agrees to defend, indemnify and hold harmless Sponsor and its subsidiaries and affiliates and Sponsor's subsidiaries' and affiliates' directors, officers, employees and agents from and against any and all third party claims, actions, demands, liabilities, losses, damages, judgments, settlements, costs and expenses, including reasonable attorneys' fees (which we collectively refer to as Losses), so long as these Losses (or actions regarding the Losses) are based on, arise out of, or are related to:

- any act or omission by the Center that constitutes fraud, gross negligence or willful misconduct; or
- any bodily injury caused by the Center to Sponsor's employees, to the extent that such injury or damage is caused by the Center's negligence or willful misconduct.
- 10. <u>Assignment:</u> Neither party may assign its rights or delegate its duties under this Agreement without the prior written consent of the other party; provided, however, You may assign this Agreement to one of Your affiliates or to a third party successor in interest, if the affiliate or successor agrees to be bound by the terms and conditions of this Agreement.
- 11. <u>Dispute Resolution</u>: If a dispute arises out of or relates to this Agreement or one of the parties alleges a material breach thereof, the parties will endeavor in good faith to reach a mutually acceptable resolution as quickly as possible through direct discussions of authorized

representatives. If these good faith efforts are unsuccessful: (a) The parties agree to promptly submit the matter to non-binding mediation using a mediator selected from the American Arbitration Association ("AAA").

- (b) If the mediation does not resolve the dispute within a period of thirty (30) days, the parties agree to submit the dispute or alleged material breach to binding arbitration in accordance with the Commercial Arbitration Rules of the AAA as amended and in effect on the date the matter is submitted (except as this Agreement modifies the Rules). Any arbitration pursuant to this Agreement will take place before an independent arbitrator selected within thirty (30) days of the notice of arbitration from a list of potential arbitrators (provided to the parties by the AAA) with experience in arbitrating disputes involving contracts similar to this Agreement. Any arbitration pursuant to this Agreement will take place at the offices of the AAA in San Francisco, California, unless the parties agree otherwise. Each party will bear its respective costs (including travel costs, witness and attorneys' fees) related to any arbitration under this Agreement. Each party will bear an equal portion of the arbitration costs including, but not limited to, the arbitrator's fees and the administration fees of AAA. The arbitrator will issue a written opinion setting forth his or her decision and its legal and factual basis. The parties agree the arbitrator has no authority to award punitive damages. The arbitrator's decision will be binding up the parties, and they may not appeal the decision, absent manifest error in the understanding of the facts or the interpretation of applicable law.
- 12. <u>Governing Law:</u> This Agreement is governed by and construed in accordance with the laws of the State of California, without regard to its conflict of laws provisions.
- 13. <u>Independent Contractors</u>: Nothing contained in this Agreement will be deemed or construed to create any legal partnership between the parties. All operations by each party under the terms of this Agreement will be carried on by it as an independent contractor and not as an agent for the other.
- 14. <u>Insurance</u>: The Center shall ensure that it has all appropriate and adequate insurance policies with one or more reputable insurers and that all such policies will cover any actions, errors and omissions of sponsor in connection with this Agreement.
- 15. <u>Counterparts.</u> This Agreement may be executed in any number of identical counterparts, notwithstanding that the parties have not signed the same counterpart, with the same effect as if the parties had signed the same document.

AGREED and ACCEPTED

THE NASDAQ ENTREPRENEURIAL CENTER, INC.	SOLANO COMMUNITY COLLGE, host of CALIFORNIA COMMUNITY COLLEGES STATE DIRECTOR BUSINESS AND ENTREPRENEURSHIP
By:	By:
Nicola Corzine, Executive Director	Dr. Celia Esposito-Noy Superintendent/President

ADDENDUM TO NASDAQ ENTREPRENEURIAL CENTER SPONSORSHIP AGREEMENT

This Addendum is hereby incorporated into and made a part of that certain Nasdaq Entrepreneurial Center Sponsorship Agreement dated December 16, 2021 (the "Agreement") by and between The Nasdaq Entrepreneurial Center, Inc. ("NEC") and California Community Colleges Business and Entrepreneurship Sector ("Sponsor"). Capitalized terms not defined in this Addendum will have the same definition as set forth in the Agreement.

TERM: January 1, 2022-December 31, 2022 DONATION: Ten Thousand Dollars (\$10,000) for Talent Acceleration Program invoiced separately to BENEFITS:

- 1. Sponsorship of InternMatch Program with the following goals:
 - Ten (10) community college faculty will be selected to receive \$2,500 stipends (through separate funding from the Chancellors Office) who will recruit/prepare students to participate in the InternMatch program by incorporating the "Think Like and Entrepreneur" curriculum and tool kit as part of their classes using existing tools such as CANVAS Commons or NexusEdge Platform (600 NexusEdge licenses will be purchased with separate funding from the Chancellor's Office). Faculty will share ongoing feedback on the toolkit with the Nasdaq Entrepreneurial Center as part of a continual improvement process to keep the curriculum and toolkit updated and relevant. After students complete their preparation to participate in the InternMatch Program, faculty will direct students to the Epixego platform where they can complete their profiles for matching with early stage startup companies.
 - The Nasdaq Entrepreneurial Center will assist in matching and placing an estimated ten (10)
 California Community College student interns who have completed the Think Like An
 Entrepreneur coursework in paid or unpaid internships. The students will be coached by the faculty externs funded by faculty stipends.
- 1. <u>Promotion</u>: Sponsor may use shared content provided by the Center to internally and externally promote its support of the Center in accordance with branding requirements provided or made available by the Center.
- 2. Visibility: Sponsor's name will be associated with Center events and publications as follows:
 - a. Events: Recognition as sponsor at all referenced Center events.
 - b. Annual Report: Recognition as an Acceleration Partner in the Center's Annual Report.

AGENDA ITEM	14.(k)
MEETING DATE	December 15, 2021

SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

TO:	Members of the Gov	erning Board	
SUBJECT:	SABBATICAL LEA	SABBATICAL LEAVE ACADEMIC YEAR 2022-2023	
REQUESTED ACTION	ON:		
☐Information ☐Consent	OR ⊠Approval OR ⊠Non-Consent		
	ye Committee recommends the 2022-2023 academic year	that the following instructors be granted a r:	
Professor Svetlana	Grube (Spring 2023) a Podkolzina (Fall 2022) Wyly (Spring 2023)		
Basic skills edu	ichieve their educational, profucation elopment and training education	Pessional and personal goals	
Ed. Code: 87767	Board Policy:	Estimated Fiscal Impact: None	
SUPERINTENDENT'S	RECOMMENDATION:		
	lliams, Ph.D. Academic Affairs		
PRESENT	ER'S NAME		
	n Valley Road , CA 94534		
·	DRESS	Celia Esposito-Noy, Ed.D.	
707.9	64-7117	Superintendent-President	
	NE NUMBER		
	liams, Ph.D.		
	Academic Affairs	December 15, 2021	
	ENT APPROVAL	DATE APPROVED BY	
		SUPERINTENDENT-PRESIDENT	
	per 3, 2021		
	MITTED TO ENT-PRESIDENT		

AGENDA ITEM	14.(1)
MEETING DATE	December 15, 2021

SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

TO:		Members of the O	Governing Board
SUBJECT:	TION.	TO PROVIDE IN CONSULTING S	WITH STRATA INFORMATION GROUP NFORMATION TECHNOLOGY SERVICES FOR THE SUPPORT OF THE D DEPARTMENT
REQUESTED ACT	<u>10N</u> :		
☐Information ☐Consent	OR OR	⊠Approval ⊠Non-Consent	
SUMMARY: Board	l approv	al is requested to an	pprove a one-year contract with Strata Information
reflects a cost saving being further optimiz CONTINUE ON NE	s of \$67 and sed and s	80 over previous the student success met GE ACT: their educational, properties and training	nent, at a cost not to exceed \$192,720. This amount ne engagement and will result in the department trics such as Pell grant recipients, increased. rofessional and personal goals
Ed. Code:	Boara	d Policy:	Estimated Fiscal Impact: 9,000 net
SUPERINTENDENT'S	RECOM	IMENDATION:	
Shannon C			
Vice Presiden PRESEN			
4000 Suis		Road	
	DRESS		Celia Esposito-Noy, Ed.D.
(707)	864-715	9	Superintendent-President
TELEPHO			
Shannon C	Cooper	D _{ov} , D	December 15, 2021
VICE PRESII	DENT AP	PPROVAL	DATE APPROVED BY SUPERINTENDENT-PRESIDENT
	ber 30, 20		
DATE SII	RMITTE	11 177	

SUPERINTENDENT-PRESIDENT

AGENDA ITEM	14.(1)
MEETING DATE	December 15, 2021

SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

то:	Members of the Governing Board
SUBJECT:	AGREEMENT WITH STRATA INFORMATION GROUP TO PROVIDE INFORMATION TECHNOLOGY
	CONSULTING SERVICES FOR THE SUPPORT OF THE FINANCIAL AID DEPARTMENT
REQUESTED ACTION:	

Information	OR	oxtimeApproval
□ Consent	OR	Non-Consent

SUMMARY:

CONTINUED FROM PREVIOUS PAGE

The goals of this engagement are to use the consultant's expertise to:

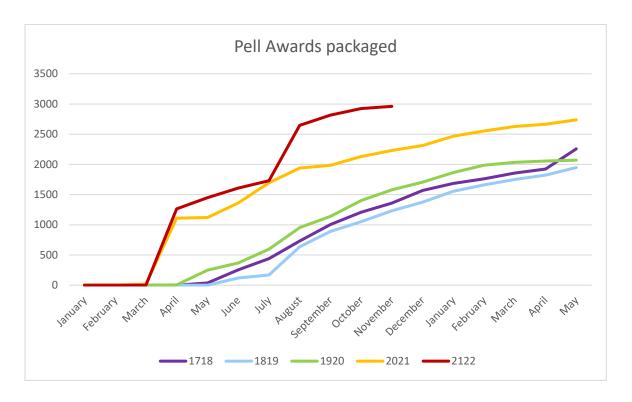
- Improve department efficiency
- Increase the number of students served and Pell grants awarded
- Support and improve processes for day to day operations
- Improve and ensure compliance with federal and state regulations
- Document processes and calendars

At the end of this engagement, the Financial Aid Department will operate more efficiently, process student applications more quickly, ensure maximum aid awards, and operate at lower costs. This cost of this contract is \$165 per hour with no travel expenses, not to exceed \$192,750 which will be paid for by (1) not filling the Director of Financial Aid position, and (2) eliminating other consulting costs.

Financial Aid Processing Update (11/18/21)

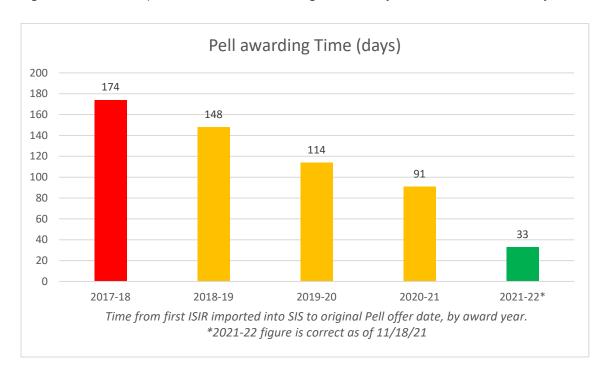
We continue to set records in 2021-22 for packaging Pell Grants. We have packaged more Pell Grants by mid-November than were packaged for the entire year of 2020-21, and we are on track to cross 3000 awards by the end of the fall term. Part of this is the relaxation of V1 verification by the Department of Education, but it is a clear testament to the way that the capacity of the office has been improved by our changes over the last two aid years.

The chart below shows our current aid year in the context of historical data. We have already begun set-up for 2022-23 processing, and plan to load our first ISIRs within a week. This chart will have to be adjusted so that the starting point is in November. This shift is good for Solano because our students will have more time to prepare their documents, as well as an earlier decision on financial aid which will allow prospective students and their families to consider us as a viable option much earlier in their search.



The numbers above reflect awards that are made to applicants, but only fifty percent of awarded applicants are currently enrolled at Solano. We have run 5,289 people through our packaging process successfully—this means that all required documents were collected and reviewed and eligibility for aid was determined. Of that group, 2,667 students have enrolled in classes during the 2021-22 academic year.

One of the more drastic changes we've made is student experience. We continue to provide timely service to our students, with an average turnaround time of 33 days from the point where we receive their first ISIR transaction to when we make a first award of Pell. This wait time is affected by a number of factors, including student engagement in the process; earlier average awarding times were much shorter, but there are outliers that have taken longer to submit required documentation. However, given the large number of students that have been packaged, we do not expect this number to change drastically over the course of the year.



Our measures indicate that our new financial aid delivery system has sustainability, increased capacity, and improved student experience. The focus of the next year will be to routinize it, and begin to address the peripheral areas that have largely been overlooked in a sink-or-swim environment: documentation, communications, and consumer disclosures.