

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

TO: MEMBERS OF THE GOVERNING BOARD

SUBJECT: CONSENT CALENDAR – HUMAN RESOURCES

REQUESTED ACTION: APPROVAL

EMPLOYMENT 2015-2016

Regular Assignment

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Sarah Barsness	Photography Full-time Instructor (Tenure Track) FT0055	08/11/16
Christine Sendlakowski-Mani	Theatre (Acting/Directing) Full-time Instructor (Tenure Track) FT0058	08/11/16
Rachel Smith	Interim Dean, Liberal Arts	06/08/16-07/05/16

Short-term/Temporary/Substitute

<u>Name</u>	<u>Assignment</u>	<u>Fund/Grant Name</u>	<u>Effective</u>	<u>Amount</u>
Dawn Anderson	Early Learning Center Assistant	CCTR	06/08/16 – 06/30/16	\$15.21 hr.
Saki Cabrera	Accreditation Designer	General Fund	06/02/16 – 06/30/16	\$71.72 hr.
Kiumihna Robbins	Cook	CACFP	06/08/16 – 06/30/16	\$12.03 hr.
Kamber Sta Maria	Counselor-EOPs	EOPS	06/13/16 – 06/30/16	\$64.87 hr.
Michael Wyly	Academic Senate	General Fund	05/23/16 – 06/30/16	\$64.87 hr.

Mary Jones
 Human Resources

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

June 3, 2016

Date Submitted

June 3, 2016

Date Approved

RESIGNATIONS

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Shanae Armstrong	Grounds Maintenance Technician	06/03/2016
Zhanjing Yu	Dean, School of Math and Science	06/30/2016

HONORS PAY

<u>Name</u>	<u>Discipline</u>	<u>Semester(s)</u>	<u>Amount</u>
Peter Cain	Business	Spring 2016	\$400.00
James DeKloe	Biology	Fall 2015	\$66.00
James DeKloe	Biology	Spring 2016	\$66.00
Patricia Itaya	Biology	Fall 2015	\$198.00
Patricia Itaya	Biology	Spring 2016	\$297.00
LaNae Jamiez	Psychology	Spring 2016	\$200.00
Margherrita Molnar	Biology	Fall 2015	\$99.00
Margherrita Molnar	Biology	Spring 2016	\$33.00
Renee Moore	Biology	Fall 2015	\$231.00
Renee Moore	Biology	Spring 2016	\$264.00
John Urrutia	Computer Software	Spring 2016	\$400.00
James Word	Biology	Fall 2015	\$198.00
James Word	Biology	Spring 2016	\$66.00
Christina Young	Biology	Fall 2015	\$198.00
Christina Young	Biology	Spring 2016	\$264.00

EMPLOYMENT 2016-2017

Reclassification

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Alexandra J. Therrien	From Executive Coordinator (Confidential) Superintendent-President & Governing Board (Range 35/Step 3) to Executive Coordinator (Confidential) Superintendent-President & Governing Board (Range 37/Step 3)	07/01/16

Change in Assignment

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
J. Maureen Mason-Muyco	Financial Aid Lead Specialist (Range 15/Step 7) to Interim Director, Financial Aid (Range 46/Step 1)	07/01/16-06/30/17

Out of Class

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Tracy Gross	Financial Aid Specialist	07/01/16 – 09/30/16	\$159.46/month \$478.38 Total
Zyra Larot	Financial Aid Specialist	07/01/16 – 09/30/16	\$159.46/month \$478.38 Total
Anna Marie Troupe	Financial Aid Lead Specialist	07/01/16 – 09/30/16	\$201.06/month \$603.18 Total
Galen Tom	Lead Technology Specialist	07/01/16 – 09/30/16	\$289.46/month \$868.38 Total
Adil Ahmed	Director, Fiscal Services	06/16/16 – 06/30/16	\$488.69/month \$488.69 total
		07/01/16 – 10/31/16	\$429.83/month \$1719.32 total

Short-term/Temporary/Substitute

<u>Name</u>	<u>Assignment</u>	<u>Fund/Grant Name</u>	<u>Effective</u>	<u>Amount</u>
Dawn Anderson	Early Learning Center Assistant	CCTR	07/01/16 – 07/22/16	\$15.21 hr.
Leslie Angeles	Student Services Generalist	Student Equity	07/01/16 – 06/30/17	\$16.56 hr.
James Anderson	Counselor-EOPS	EOPS	07/01/16 – 06/30/17	\$69.05 hr.
James Anderson	Counselor-Counseling	Student Success and Support (3SP)	07/01/16 – 06/30/17	\$69.05 hr.
Angela Apostal	Counselor-Counseling	Student Success and Support (3SP)	07/01/16 – 06/30/17	\$69.05 hr.
Phuong Thao Brabander	Counselor-Counseling	Student Success and Support (3SP)	07/01/16 – 06/30/17	\$64.87 hr.
Monica Bustos	Assistant Coach– Volleyball	General Fund	07/10/16 – 02/10/17	\$16.66 hr.
Sarah Cabales	Assistant Coach– Volleyball	General Fund	07/10/16 – 02/10/17	\$16.66 hr.
Saki Cabrera	Accreditation Designer	General Fund	07/01/16 – 08/10/16	\$71.72 hr.
Kelley Cadungug	Counselor-Counseling	Student Success and Support (3SP)	07/01/16 – 06/30/17	\$58.59 hr.
Nick Cittadino	Counselor-Counseling	Student Success and Support (3SP)	07/01/16 – 06/30/17	\$69/05 hr.
Bianca Curry	Office Assistant	EOPS Program	07/01/16 – 06/30/17	\$11.60 hr.

Amy Dauffenbach	Counselor-Counseling	Student Success and Support (3SP)	07/01/16 – 06/30/17	\$69.05 hr.
Sissi Do Amor	Assistant Coach– Women’s Soccer	General Fund	08/11/16 – 12/31/16	\$16.66 hr.
Marianne Flatland	Counselor-EOPS	EOPS	07/01/16 – 06/30/17	\$69.05 hr.

Short-term/Temporary/Substitute (Cont.)

<u>Name</u>	<u>Assignment</u>	<u>Fund/Grant Name</u>	<u>Effective</u>	<u>Amount</u>
Marianne Flatland	Counselor-Counseling	Student Success and Support (3SP)	07/01/16 – 06/30/17	\$69.05 hr.
Amanda Greene	Counselor-Counseling	Student Success and Support (3SP)	07/01/16 – 06/30/17	\$60.62 hr.
Mary Gumlia	Counselor-Counseling	Student Success and Support (3SP)	07/01/16 – 06/30/17	\$69.05 hr.
Priscilla Hernandez-Neil	Counselor-Counseling	Student Success and Support (3SP)	07/01/16 – 06/30/17	\$60.69 hr.
Dagmar Kuta	Graphic Arts Specialist	General Fund	07/01/16 – 08/31/16	\$17.33 hr.
Rebecca LaCount	Counselor-Counseling	Student Success and Support (3SP)	07/01/16 – 06/30/17	\$69.05 hr.
Ashlie Lawson	Counselor-Counseling	Student Success and Support (3SP)	07/01/16 – 06/30/17	\$58.59 hr.
Keanna Layug	Assistant Coach- Volleyball Summer Camp	Volleyball Trust	07/10/16 – 09/10/16	\$16.66 hr.
Carmela Logarta	Registration Aide	General Fund	07/05/16 – 06/30/17	\$12.00 hr.
Rosa Lomeli	Counselor-Counseling	Student Success and Support (3SP)	07/01/16 – 06/30/17	\$66.67 hr.
Marcie McDaniels	Counselor-Counseling	Student Success and Support (3SP)	07/01/16 – 06/30/17	\$69.05 hr.
Teryl Morrison	Assistant Coach- Women’s Basketball	General Fund	07/01/16 – 06/30/17	\$16.66 hr.
Nazia Mostafa	Counselor-Counseling	Student Success and Support (3SP)	07/01/16 – 06/30/17	\$54.55 hr.
Aaliyah Muhaimin	Counselor-Counseling	Student Success and Support (3SP)	07/01/16 – 06/30/17	\$69.05 hr.
Narisa Orosco-Woolworth	Counselor-EOPS	EOPS	07/01/16 – 06/30/17	\$60.62 hr.
Narisa Orosco-Woolworth	Counselor-Counseling	Student Success and Support (3SP)	07/01/16 – 06/30/17	\$62.63 hr.
Vanessa Pimentel	Assistant Coach- Volleyball Summer Camp	Volleyball Trust	07/10/16 – 09/10/16	\$16.66 hr.
Carolyn Pleasant	Registration Aide	General Fund	07/05/16 – 06/30/17	\$12.00 hr.

Fiorella Polo-Espinoza	FA Student Services Assistant II	Board Financial Assistance Program (BFAP)	07/01/16 – 06/30/17	\$16.56 hr.
Jessica Rama	Office Assistant	EOPS Program	07/01/16 – 06/30/17	\$11.60 hr.

Short-term/Temporary/Substitute (Cont.)

<u>Name</u>	<u>Assignment</u>	<u>Fund/Grant Name</u>	<u>Effective</u>	<u>Amount</u>
Kimberly Ramos	Counselor-Counseling	Student Success and Support (3SP)	07/01/16 – 06/30/17	\$69.05 hr.
Ruth Rich	Registration Aide	General Fund	07/05/16 – 06/30/17	\$12.00 hr.
Sara Rico	Registration Adie	General Fund	07/05/16 – 06/30/17	\$12.00 hr.
Candace Roe	Counselor-Counseling	Student Success and Support (3SP)	07/01/16 – 06/30/17	\$69.05 hr.
Kiumihna Robbins	Cook	CACFP	07/01/16 – 07/21/16	\$12.03 hr.
Kena Sorensen	Office Assistant	Board Financial Assistance Program (BFAP)	07/01/16 – 06/30/17	\$11.60 hr.
Kamber Sta Maria	Counselor-EOPS	EOPS	07/01/16 – 06/30/17	\$64.87 hr.
Kamber Sta Maria	Counselor-Counseling	Student Success and Support (3SP)	07/01/16 – 06/30/17	\$64.87 hr.
Wolfgang Struntz	Counselor-Counseling	Student Success and Support (3SP)	07/01/16 – 06/30/17	\$60.69 hr.
Ann Talamantes-Ristow	Assistant Coach-Women's Basketball	Women's Basketball Trust	10/01/16 – 02/28/17	\$16.66 hr.
Brenda Tucker	Counselor-Counseling	Student Success and Support (3SP)	07/01/16 – 06/30/17	\$69.05 hr.
Emily Wade	Office Assistant	EOPS Program	07/01/16 – 06/30/17	\$11.60 hr.
Joan Wallace	Counselor-Counseling	Student Success and Support (3SP)	07/01/16 – 06/30/17	\$64.87 hr.
Joan Wallace	Counselor-EOPS	EOPS	07/01/16 – 06/30/17	\$64.87 hr.
Tracie White	Counselor-Counseling	Student Success and Support (3SP)	07/01/16 – 06/30/17	\$64.65 hr.
Michael Wyly	Academic Senate	General Fund	07/01/16 – 08/12/16	\$64.87 hr.
Jeffrey Young	Counselor-Counseling	Student Success and Support (3SP)	07/01/16 – 06/30/17	\$60.62 hr.

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

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

PERSONAL SERVICES AGREEMENTS

**Academic Affairs
Leslie Minor, Vice President**

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Blair Abee	Provide training and business advising services to Small Business Development Center	July 1, 2016 – June 30, 2017	Not to exceed \$3,500.00
Patricia Brooks	Provide training and business advising services to SBDC	July 1, 2016 – June 30, 2017	Not to exceed \$2,500.00
Thomas Camerato	Provide training and business advising services to SBDC	July 1, 2016 – June 30, 2017	Not to exceed \$4,000.00
Tonya Dretzka	Provide training and business advising services to SBDC	July 1, 2016 – June 30, 2017	Not to exceed \$1,000.00
Ali Ghandchi	Provide training and business advising services to SBDC	July 1, 2016 – June 30, 2017	Not to exceed \$1,000.00
Rhonda Goolsby	Guest speaker	April 22, 2016	Not to exceed \$75.00
Ervin Floyd Hicks	Provide training and business advising services to SBDC	July 1, 2016 – June 30, 2017	Not to exceed \$5,000.00
Anita Johnson	Provide training and business advising services to SBDC	July 1, 2016 – June 30, 2017	Not to exceed \$4,000.00
Robert Lane	Provide training and business advising services to SBDC	July 1, 2016 – June 30, 2017	Not to exceed \$2,500.00
Roman Humberto Lupi	Provide training and business advising services to SBDC	July 1, 2016 – June 30, 2017	Not to exceed \$12,500.00

Yulian I. Ligioso

Vice President, Finance & Administration

Celia Esposito-Noy, Ed.D.

Superintendent-President

June 3, 2016

Date Submitted

June 3, 2016

Date Approved

Academic Affairs Cont.'d
Leslie Minor, Vice President

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Maria Lovalvo	Provide training and business advising services to SBDC	July 1, 2016 – June 30, 2017	Not to exceed \$2,500.00
Birgit Rickert	Provide training and business advising services to SBDC	July 1, 2016 – June 30, 2017	Not to exceed \$3,500.00
Steven Smith	Provide training and business advising services to SBDC	July 1, 2016 – June 30, 2017	Not to exceed \$3,000.00
Michelle Stephens	Provide training and business advising services to SBDC	July 1, 2016 – June 30, 2017	Not to exceed \$54,000.00

Campus Police
Brian Travis, Lieutenant

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Tania Gay	Parking enforcement coordinator, parking enforcement (liaison to Turbo Data citation processor, process citation appeals, and related office duties.	July 1, 2015 – June 30, 2016	Revised not to exceed \$23,250.00
Tania Gay	Parking enforcement coordinator, parking enforcement (liaison to Turbo Data citation processor, process citation appeals, and related office duties.	July 1, 2016 – June 30, 2017	Not to exceed \$24,000.00

Student Services
Gregory Brown, Vice President

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Belinda Bush	Tutoring services related to the WIB HYPE Grant	July 1, 2015 – June 30, 2016	Revised not to exceed \$5,200.00
Wilbert Cason	Personal success workshop presenter for CalWorks program.	May 24, 2016	Not to exceed \$2,500.00
Sherry Currie-Proctor	Co-presenter for Foster Kinship Care Education training.	Revised April 7, 2016 – June 30, 2016	Revised not to exceed \$2,400.00
Dorothea “Dottie” Fair	Act as Foster Kinship Care Education regional Coordinator to the Chancellor’s office.	April 1, 2016 – June 30, 2016	Not to exceed \$5,000.00

Student Services Cont.'d
Gregory Brown, Vice President

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Dorothea "Dottie" Fair	Act as Foster Kinship Care Education regional Coordinator to the Chancellor's office.	July 1, 2016 – June 30, 2017	Not to exceed \$89,950.00
Foundation for California Community Colleges	Luis Chavez to facilitate professional development session for Enrollment Services/Records & Registration department retreat.	May 31, 2016	Not to exceed \$600.00
Trisha Gutierrez-Magwood	Presenter for Foster Kinship Care Education at Solano Training Conference.	Revised March 3, 2016 – June 30, 2016	Revised not to exceed \$1,180.00
Andrometa Hayes	Presenter assistant for Foster Kinship Care Education Program	May 5, 2016 – June 30, 2016	Not to exceed \$200.00
Jerome Ty Johnson	Facilitate team building activity for Enrollment Services/Records & Registration department retreat.	May 31, 2016	Not to exceed \$300.00
Regina Levy	Tutoring services related to the WIB HYPE Grant	July 1, 2015 – June 30, 2016	Revised not to exceed \$12,500.00
Kerry Pilley-Purcell	Co-presenter for Foster Kinship Care Education training.	Revised April 5, 2016 – June 30, 2016	Revised not to exceed \$2,720.00
Thomas Purcell	Stringing racquets for tennis team.	February 8, 2016 – April 17, 2016	Not to exceed \$439.00
Solano County Health and Social Services	Provide a workshop for students about stress management.	May 26, 2016	No cost
Tanisha Taylor	Presenter assistant for Foster Kinship Care Education Program	May 18, 2016 – June 30, 2016	Not to exceed \$200.00
Santrice Tinker	Presenter assistant for Foster Kinship Care Education Program	May 5, 2016 – June 30, 2016	Not to exceed \$200.00
Daniel Torrez	Co-presenter for Foster Kinship Care education.	Revised April 20, 2016 – June 30, 2016	Revised not to exceed \$1,350.00
True Colors International	Conduct 4-hour interactive workshop for CalWorks program.	June 2, 2016	Not to exceed \$3,290.00
Noel Vargas	Co-presenter for Foster Kinship Care Education training.	Revised April 7, 2016 – June 30, 2016	Revised not to exceed \$4,180.00
Juwan Vartanian	Provide consultation services for educational learning environment support.	June 8, 2016 – June 30, 2016 and July 1, 2016 – July 21, 2016	Not to exceed \$750.00

Student Services Cont.'d
Gregory Brown, Vice President

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Tiffany Wanberg	Co-presenter for Foster Kinship Care Education training.	Revised April 1, 2016 – June 30, 2016	Revised not to exceed \$11,570.00
Tiffany Wanberg	Provide admin support and maintain website for Foster Kinship Care Education. Conduct workshop presentations.	July 1, 2016 – June 30, 2017	Not to exceed \$36,600.00

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

TO: **Members of the Governing Board**

SUBJECT: **WARRANTS**

REQUESTED ACTION:

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

SUMMARY:

05/09/2016	Vendor Payments	2511069706-2511069707	\$33,384.88
05/09/2016	Vendor Payments	2511069708-2511069709	\$1,435.05
05/09/2016	Vendor Payments	2511069710-2511069721	\$246,040.51
05/09/2016	Vendor Payments	2511069722-2511069818	\$338,141.99
05/10/2016	Vendor Payments	2511069819-2511069876	\$15,233.14
05/16/2016	Vendor Payments	2511069877-2511069878	\$1,947,023.26
05/16/2016	Vendor Payments	2511069879-2511069887	\$1,910,416.83

CONTINUED ON NEXT PAGE:

STUDENT SUCCESS IMPACT:

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

<i>Ed. Code: 70902 & 81656</i>	<i>Board Policy: 3240</i>	<i>Estimated Fiscal Impact: \$5,811,765.19</i>
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SUPERINTENDENT'S RECOMMENDATION: **APPROVAL** **DISAPPROVAL**
 NOT REQUIRED **TABLE**

Yulian Ligioso
Vice President, Finance & Administration

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 864-7209

TELEPHONE NUMBER

Yulian Ligioso
Vice President, Finance & Administration

VICE PRESIDENT APPROVAL

June 3, 2016

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

June 3, 2016

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: **Members of the Governing Board**

SUBJECT: **WARRANTS**

REQUESTED ACTION:

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

SUMMARY:

CONTINUED FROM PREVIOUS PAGE:

05/16/2016	Vendor Payments	2511069888-2511069987	\$214,305.28
05/23/2016	Vendor Payments	2511069988	\$3,407.25
05/23/2016	Vendor Payments	2511069989-2511070002	\$289,571.21
05/23/2016	Vendor Payments	2511070003-2511070093	\$241,492.32
05/24/2016	Vendor Payments	2511070094-2511070159	\$553,028.86
05/25/2016	Vendor Payments	2511070160-2511070224	<u>\$18,284.61</u>
TOTAL:			\$5,811,765.19

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

TO: **Members of the Governing Board**

SUBJECT: **RENEWAL OF STUDENT INSURANCE POLICY
FOR THE 2016-2017 ACADEMIC YEAR**

REQUESTED ACTION:

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

SUMMARY:

Board approval is requested to enter into contract renewal with Student Insurance for 2016-2017. The renewal policy covers Basic Coverage for students/intercollegiate athletes, Super Catastrophic Coverage for intercollegiate athletes, and Catastrophic Coverage for students only.

General Fund	\$36,171
Health Services	<u>\$36,171</u>
Total:	\$72,342

STUDENT SUCCESS IMPACT:

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

<i>Ed. Code:</i> N/A	<i>Board Policy:</i> 5420	<i>Estimated Fiscal Impact:</i> \$72,342
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SUPERINTENDENT'S RECOMMENDATION: **APPROVAL** **DISAPPROVAL**
 NOT REQUIRED **TABLE**

Yulian Ligioso
Vice President, Finance & Administration

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 864-7209

TELEPHONE NUMBER

Yulian Ligioso

VICE PRESIDENT APPROVAL

June 3, 2016

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

June 3, 2016
**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: SPECIFICATIONS OF THE ELECTION ORDER FOR
A CONSOLIDATED BOARD MEMBER ELECTION
(SOLANO COUNTY), RESOLUTION NO. 15/16-33

REQUESTED ACTION:

- Information OR Approval
 Consent OR Non-Consent

SUMMARY:

Pursuant to Elections Code Section 1302 and Education Code Section 5000 the Governing Board of Solano Community College District is required to adopt a resolution stating that an election is ordered for November 8, 2016, for the purpose of electing persons to fill the office of three members for a four-year term to the office of community college trustee. This election shall be consolidated with the election to be held on November 8, 2016.

CONTINUED ON THE NEXT PAGE

STUDENT SUCCESS IMPACT:

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

*Government Code: EC Section 5000; 5420 Board Policy: 1008 Estimated Fiscal Impact: \$240,000
Elections Code Section 1302*

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

Administration

ORGANIZATION

May 6, 2016

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

May 6, 2016

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: SPECIFICATIONS OF THE ELECTION ORDER FOR
A CONSOLIDATED BOARD MEMBER ELECTION
(SOLANO COUNTY), RESOLUTION NO. 15/16-33**

SUMMARY:

CONTINUED FROM PREVIOUS PAGE:

Candidates, including incumbents, shall pay the costs of the publication of the optional candidate's statement. The candidate's statement shall not exceed 200 words.

The District agrees to reimburse the Registrar of Voters for Solano County in accordance with the provisions of the Education Code.

The estimated fiscal impact is determined by the recommendation from the Registrar's Office to allot \$5 - \$10 per voter depending on the area. If candidates run unopposed, costs would be less.

Governing Board members whose terms expire in 2016 are:

Trustee **Area No. 3:** Rosemary Thurston
Trustee **Area No. 5:** Monica Brown
Trustee **Area No. 7:** Michael A. Martin

It is recommended that the Governing Board adopt Resolution No. 15/16 – 33.

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD

RESOLUTION NO. 15/16-33

SPECIFICATIONS OF THE ELECTION ORDER FOR A
CONSOLIDATED BOARD MEMBER ELECTION
(Solano County and Yolo County)

WHEREAS, pursuant to Elections Code section 1302 and Education Code section 5000, a regular biennial election for members of the Solano Community College District Governing Board will be conducted on November 8, 2016, for the purpose of electing persons to fill the offices of members of the Board whose terms expire December 2, 2016.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED THAT:

1. Pursuant to Education Code section 5304, a governing board member election is hereby ordered for November 8, 2016, for the purpose of electing persons to fill the offices of members whose terms expire December 2, 2016; and
2. Pursuant to Education Code sections 5340 through 5345, said governing board member election shall be consolidated with any other school district, community college, county board of education, or other election to be held on November 8, 2016; and
3. The Solano County Superintendent of Schools, pursuant to Education Code section 5302, shall call said governing board member election in accordance with the provisions of this resolution and order; and
4. The form of the matter to be voted upon, as it shall appear on the ballot is as follows:

SOLANO COMMUNITY COLLEGE DISTRICT	Vote for
Trustee Area No. 3	One

SOLANO COMMUNITY COLLEGE DISTRICT	Vote for
Trustee Area No. 5	One

SOLANO COMMUNITY COLLEGE DISTRICT Trustee Area No. 7 (<i>includes a portion of Yolo County</i>)	Vote for One

5. The candidates, including incumbents, will pay the costs of the publication of the optional candidate’s statement to be included in the sample ballot, pursuant to Election Code section 13307, and the candidate’s statement shall not exceed 200 words; and

6. The Governing Board of the Solano Community College District agrees to reimburse the Registrars of Voters in Solano and Yolo Counties for actual costs accrued for each election, such costs to be calculated by the proration method set forth in each County’s current Election Costs Allocation Procedures on the basis of the amount of services provided to the Solano Community College District in accordance with the California Education Code; and

7. The Registrars of Voters in Solano and Yolo Counties, as applicable, are authorized to canvass the returns of the election, and the consolidation shall be governed by Education Code section 5342, regarding election procedures; and

8. Two certified copies of this resolution (one for each Registrar of Voters in Solano and Yolo Counties) shall be sent to the Solano County Superintendent of Schools as required by Education Code section 5322.

PASSED AND ADOPTED by the Governing Board of the Solano Community College District of Solano County, California, this fifteenth day of June 2016, by the following vote:

AYES: President Martin, Trustee Brown, Trustee Honeychurch, Trustee Chapman, Trustee Keith, Trustee Thurston, and Trustee Young

NOES: None

ABSENT: None

CERTIFICATION

I, Dr. Celia Esposito-Noy, do hereby certify that I am Secretary of the Governing Board of the Solano Community College District of Solano County, California, and that the foregoing is a true and correct copy of a resolution passed and adopted by said Board at a regular meeting thereof at the time and by the vote above stated, which resolution is on file in the administrative offices of said school district.

Celia Esposito-Noy, Ed.D. Secretary
Solano Community College District

Michael A. Martin, Governing Board President
Solano Community College District

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: SOLANO COMMUNITY COLLEGE MISSION STATEMENT

REQUESTED ACTION:

- Information OR Approval
- Consent OR Non-Consent

SUMMARY:

Solano Community College District Mission Statement is evaluated and revised on a regular basis. The Board Subcommittee, through the shared governance process, proposed revisions to the mission statement, which is being presented to the Board of Trustees for approval.

STUDENT SUCCESS IMPACT:

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

Ed. Code: Board Policy: 1003 Estimated Fiscal Impact: N/A

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

May 6, 2016

VICE PRESIDENT APPROVAL

DATE APPROVED BY
SUPERINTENDENT-PRESIDENT

May 6, 2016

DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT

SOLANO COMMUNITY COLLEGE DISTRICT (revised 6/8/16)

DISTRICT MISSION

1003

POLICY: Mission Statement

Solano Community College's mission is to educate a culturally and academically diverse student population **drawn from our local communities and beyond. We are committed to helping our students achieve their educational, professional, and personal goals.** ~~centered in basic skills education, workforce development and training, and undergraduate education.~~ **Solano transforms students' lives with undergraduate education, transfer courses, career-and-technical education, certificate programs, workforce development and training, basic-skills education, and lifelong-learning opportunities.** ~~The College accomplishes this three-fold mission through its dedicated teaching, innovative programs, broad curricula, and services that are responsive to the complex needs of all students.~~

The mission **shall be** is evaluated and revised on a regular basis.

REFERENCES/

AUTHORITY; ~~WASC ACCJC Standard One~~ **ACCJC Accreditation Standard I.A**

ADOPTED: June 6, 2007

REVISED: June 6, 2007, March 17, 2010, Reviewed June 2, 2010; December 19, 2012,

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

TO: **Members of the Governing Board**

SUBJECT: **CHANGE TO SHORT-TERM, SEASONAL, PERIODIC
AND STUDENT WORKER SALARY SCHEDULE**

REQUESTED ACTION:

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

SUMMARY:

The Short-term, Seasonal, Periodic, and Student Worker Salary Schedule is being presented to the Governing Board for approval. Changes to the schedule include: adding an additional salary step for Lifeguard, and the Registration Aide positions; and then changing House Manager to Box Office/House Manager, and increasing the rate of pay; changing Theatre Technician to Theatre Event Technician (no change to rate of pay); and adding Senior Stage Technician.

STUDENT SUCCESS IMPACT:

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

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

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

Mary Jones
Human Resources

PRESENTER’S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7263

TELEPHONE NUMBER

VICE PRESIDENT APPROVAL

June 3, 2016

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

June 3, 2016

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

SOLANO COMMUNITY COLLEGE

Short-term, Seasonal, Periodic and Student Worker Salary Schedule
Effective 07/01/2016

Seasonal and Periodic

Assistant Athletic Coach	\$16.66/hr (Maximum of \$4500.00 per Seasonal Sport)
Athletic Onsite Administrator	\$35.00/hr
Enabling Note taker	\$50 per semester
Fire Science Academy Classroom Assistant	\$10.60
Lifeguard	\$10.00/\$15.00
Office Assistant	\$11.60
Maintenance/Facilities	\$10.00/\$12.00
Pool Manager	\$10.00/\$11.00
Registration Aide	\$12.00/\$15.00
Telemarketing	\$10.00
Theatre staff:	
Box Office Clerk	\$10.00
Box Office/House Manager	\$12.00
Production Assistant	\$11.60
Theatre Assistant	\$10.00
Theatre Event Technician	\$14.00
Senior Stage Technician	\$16.00

Student Workers

All Student Workers \$10.00

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	\$10.00
Intern 1	\$10.50
Intern 2	\$11.00
Lab Assistant 1	\$12.00
Lab Assistant 2	\$13.00

Disabled Services Program

Adapted PE Assistant	\$10.00/\$11.00/\$13.00
Mobility Assistant	\$10.00/\$11.00/\$13.00

Tutor \$10.00/\$11.00/\$13.00

Note: Effective 07/01/2017 the California minimum wage will increase to \$10.50/hr

Board Approval date: 6/15/16

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

TO: **Members of the Governing Board**

SUBJECT: **DISTRICT RECLASSIFICATION OF EXECUTIVE
COORDINATOR (CONFIDENTIAL) -
SUPERINTENDENT-PRESIDENT & GOVERNING
BOARD**

REQUESTED ACTION:

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

SUMMARY:

The District is requesting a reclassification based on significant changes in job duties and levels of responsibility. It is recommended to revise the Executive Coordinator (Confidential) – Superintendent-President & Governing Board description to reflect the changes of the position. The salary placement is to be changed from Range 35 to Range 37 on the Administrative Leadership/Supervisory/Confidential Salary Schedule.

CONTINUED ON NEXT PAGE

STUDENT SUCCESS IMPACT:

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

Ed. Code: 88001 and 88009 Board Policy: 4850.1 Estimated Fiscal Impact: \$4,411.13. This cost is salary changes only; does not reflect health and welfare costs.

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

Mary Jones
Human Resources

PRESENTER’S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7263

TELEPHONE NUMBER

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

VICE PRESIDENT APPROVAL

June 3, 2016

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

June 3, 2016

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: **Members of the Governing Board**

SUBJECT: **DISTRICT RECLASSIFICATION OF EXECUTIVE
COORDINATOR (CONFIDENTIAL) -
SUPERINTENDENT-PRESIDENT & GOVERNING
BOARD**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

This revised job description includes several of the tasks previously done by the Chief of Staff including preparing press releases, taking minutes at Board meeting, reviewing the Board agendas with the Board President and Vice President, exploring and establishing contracts for services including BoardDocs. This revised position will also coordinate updates to the college website and assist with updating Board policies and developing procedures.

SOLANO COMMUNITY COLLEGE DISTRICT
CLASS SPECIFICATION

CLASS TITLE: Confidential Superintendent-President/Governing Board's Executive Coordinator

BASIC FUNCTION: Serves as the confidential executive coordinator to the Superintendent-President/Governing Board, relieving the S-P of a wide and complex variety of administrative details; including all matters pertaining to the needs of the members of the Board of Trustees.

This position discuss, prioritize, and review calendar and events daily with the S-P to assure timely and appropriate coordination of offices, activities and status of assigned projects; prepare preliminary responses to correspondence for the S-P's approval. Compile agenda material for Board of Trustees meetings; responsible for adequate coverage for board meetings, including taking notes of business transacted and transcribing minutes for review and editing of the S-P; prepare drafts of agenda and recommendations requiring action by the Board of Trustees; work with Executive Staff to ensure that pertinent information and background materials are submitted to the S-P with required deadlines for distribution to board members; prepare final agenda and recommendations; prepare correspondence and maintain files on varied and confidential matters, including official actions of the board; attend to administrative detail on special matters assigned by the S-P; compose correspondence on own initiative on matters not requiring personal responses of the S-P; receive and arrange calls and provide requested information where possible utilizing independent judgment, knowledge and interpretation capabilities, interviews visitors and provide desired information; interpret district policies and procedures; receive complaints and refer to appropriate administrator; maintain S-P's appointment calendar, oversee travel and meeting arrangements for the S-P and members of the board; assemble statistical data and information for reports; coordinates and prioritizes work flow to support the Board and S-P; provide leadership to coordinate the work of support staff; perform a variety of related support tasks for the S-P as necessary; take the lead in conducting S-P's office internal support staff meetings. Develop press releases and works with media outlets; may coordinate activities or events on behalf of S-P. May take the lead for support, temporary and student employees; and perform related duties as assigned.

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

TO: **Members of the Governing Board**

SUBJECT: **TENTATIVE DISTRICT GENERAL FUND BUDGETS AND
PROPOSED TIME AND PLACE FOR THE PUBLIC
HEARING AND ADOPTION OF THE OFFICIAL
DISTRICT BUDGETS FOR 2016-2017**

REQUESTED ACTION:

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

SUMMARY:

Yulian I. Ligioso, Vice President of Finance & Administration, will present for acceptance the District’s Tentative 2016-2017 General Fund Budgets and the dates to establish the public hearing and formal adoption of the 2016-2017 budgets. A budget update, including a PowerPoint presentation labeled Tentative Budget 2016-2017 1st Reading was presented at the June 1, 2016 Board study session.

CONTINUED ON THE NEXT PAGE

STUDENT SUCCESS IMPACT:

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

<i>Ed. Code: (CCR)Title 5, Section 58301</i>	<i>Board Policy: 3000, 3005</i>	<i>Estimated Fiscal Impact:</i>
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SUPERINTENDENT’S RECOMMENDATION: **APPROVAL** **DISAPPROVAL**
 NOT REQUIRED **TABLE**

Yulian Ligioso
Vice President, Finance & Administration

PRESENTER’S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 864-7209

TELEPHONE NUMBER

Yulian Ligioso
Vice President, Finance & Administration

VICE PRESIDENT APPROVAL

June 3, 2016

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

June 3, 2016

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: TENTATIVE DISTRICT GENERAL FUND BUDGETS AND
PROPOSED TIME AND PLACE FOR THE PUBLIC
HEARING AND ADOPTION OF THE OFFICIAL
DISTRICT BUDGETS FOR 2016-2017**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

The public hearing and the adoption of these official 2016-2017 budgets, in accordance with California Code of Regulations, Title 5, Section 58301, are tentatively scheduled for the Board meeting on Wednesday, September 7, 2016, in the Denis Honeychurch Board Room of the Solano Community College District, 4000 Suisun Valley Road, Fairfield, CA.

Copies of the District's 2016-2017 Tentative Budget were provided to the Board under separate cover. Copies are available from the Office of the Vice President of Finance & Administration, and online at: http://www.solano.edu/finance_admin/.

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

TO: **Members of the Governing Board**

SUBJECT: **CHANGE ORDER - NO. 02 (DEDUCTIVE) TO
SOUTHWEST CONSTRUCTION FOR BUILDINGS 1600,
1800A AND 1900 RE-ROOFING PROJECT**

REQUESTED ACTION:

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

SUMMARY:

Board approval is requested for deductive Change Order No. 02 in the amount of (\$18,272.67) to Southwest Construction's contract for the Buildings 1600, 1800A and 1900 Reroofing Project. The construction of Building 1600 was funded with Measure Q Funds (\$221,680), while Building 1800A and 1900 were funded with Scheduled Maintenance Funds (\$264,935). Reroofing of Building 1600 is now complete. Attached is the proposed deductive Change Order for the portion of the Owner's Allowance for Building 1600 Measure Q funding that was not used during construction.

CONTINUED ON THE NEXT PAGE

STUDENT SUCCESS IMPACT:

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

Ed. Code: Board Policy: 3225; 3520 Estimated Fiscal Impact: (\$18,272.67) Measure Q Funds

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

Lucky Lofton
Executive Bond Manager

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 863-7855

TELEPHONE NUMBER

Yulian Ligioso
Vice President, Finance & Administration

VICE PRESIDENT APPROVAL

June 3, 2016

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

June 3, 2016

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: CHANGE ORDER - NO. 02 (DEDUCTIVE) TO
SOUTHWEST CONSTRUCTION FOR BUILDINGS 1600,
1800A AND 1900 RE-ROOFING PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

Following is a summary of the contract and impact of Change Order No. 02 if approved:

Change Order No.02 - Southwest Construction.:	
Original Contract Sum	\$ 486,615.00
Prior Change Orders	\$ 89,889.02
Change Order No. 02	<u>\$ (18,272.67)</u>
Revised Contract Amount	\$ 558,231.35

The Board is asked to approve a deductive Change Order to Southwest Construction in the amount of (\$18,272.67).

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

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

TO: **Members of the Governing Board**

SUBJECT: **CONTRACT AMENDMENT # 1 WITH DEVELOPMENT GROUP INC. FOR PROFESSIONAL SERVICES FOR THE B100 ACADEMIC SUCCESS CENTER AND TUTORING EXPANSION PROJECT**

REQUESTED ACTION:

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

SUMMARY:

In August 2015 a consulting services agreement in the amount of \$1,667,994 with Development Group Inc. was approved to provide services for the Districtwide Information Technology Infrastructure Improvements Project.

Board approval is requested for the attached Amendment #1 to the original professional services agreement with Development Group Inc. This amendment is to provide additional services for the B100 Academic Success Center and Tutoring Expansion Project including procurement of a network switch which will allow more students in the Academic Success Tutoring Center to access the college network.

The Board is asked to approve this contract Amendment #1 to Development Group Inc. in the amount of \$7,910.07.

The contract Amendment #1 is available online at: <http://www.solano.edu/measureq/planning.php>.

STUDENT SUCCESS IMPACT:

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

Ed. Code: Board Policy: 3225;3520 Estimated Fiscal Impact: \$7,910.07 Measure Q Funds

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

Lucky Lofton
Executive Bonds Manager

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 863-7855

TELEPHONE NUMBER

Yulian Ligioso
Vice President, Finance and Administration

VICE PRESIDENT APPROVAL

June 3, 2016

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

June 3, 2016

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: CONTRACT AMENDMENT # 1 WITH DOVETAIL FOR
CONSULTING SERVICES FOR THE FURNITURE
REPLACEMENT PROJECT

REQUESTED ACTION:

- Information OR Approval
 Consent OR Non-Consent

SUMMARY:

In February 2016 a consulting services agreement in the amount of \$21,200 with Dovetail was approved to provide services for the Furniture Replacement Project.

Board approval is requested for the attached Amendment #1 to the original consulting services agreement with Dovetail. This amendment is to provide additional consulting services which include the monitoring, management, and removal of existing furniture that is to be repurposed or disposed of, and oversight of installation of the new furniture.

The Board is asked to approve this contract Amendment #1 to Dovetail in an amount not to exceed \$16,750.00, resulting in a new contract total of \$37,950.

The contract Amendment #1 is available online at: <http://www.solano.edu/measureq/planning.php>.

STUDENT SUCCESS IMPACT:

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

Ed. Code: Board Policy: 3225;3520 Estimated Fiscal Impact: \$21,200 Measure Q Funds

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Lucky Lofton
Executive Bonds Manager

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 863-7855

TELEPHONE NUMBER

Yulian Ligioso
Vice President, Finance and Administration

VICE PRESIDENT APPROVAL

June 3, 2016

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

June 3, 2016

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: **Members of the Governing Board**

SUBJECT: **CONTRACT AMENDMENT # 1 WITH MADI
ARCHITECTURE FOR DESIGN SERVICES FOR THE
HORTICULTURE SITE IMPROVEMENTS PROJECT**

REQUESTED ACTION:

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

SUMMARY:

In July of 2015 a professional services agreement in the amount not to exceed \$135,000 was approved with MADI Architecture to provide full design services for the Horticulture Site Improvements Project.

Board approval is requested for the attached deductive Amendment #1 to reduce the original consulting services agreement with MADI Architecture for design services that have been determined are not needed for this phase of work.

The Board is asked to approve this deductive contract amendment to MADI Architecture in an amount of (\$50,000). MADI's new contract amount will be \$85,000.

The contract Amendment #1 is available online at: <http://www.solano.edu/measureq/planning.php>.

STUDENT SUCCESS IMPACT:

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

<i>Ed. Code:</i>	<i>Board Policy: 3225;3520</i>	<i>Estimated Fiscal Impact: (\$50,000)</i>	<i>Measure Q Funds</i>
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SUPERINTENDENT'S RECOMMENDATION: **APPROVAL** **DISAPPROVAL**
 NOT REQUIRED **TABLE**

Lucky Lofton
Executive Bonds Manager

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 863-7855

TELEPHONE NUMBER

Yulian Ligioso
Vice President, Finance and Administration

VICE PRESIDENT APPROVAL

June 3, 2016

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

June 3, 2016

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AWARD FOR CONSTRUCTION SERVICES
TO ARTHULIA, INC. FOR 21ST CENTURY CLASSROOMS –
PHASE 2 PROJECT**

REQUESTED ACTION:

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

SUMMARY:

Board approval is requested for award of the attached agreement with Arthulia, Inc. for construction services for the 21st Century Classrooms – Phase 2 Project. The scope of work includes replacement of carpet, selective drywall demolition and replacement, drywall texturing, repainting of walls, minor electrical and low voltage work. Proposals were solicited from Department of General Services (DGS) registered Small Businesses and Disabled Veteran Business Enterprises.

CONTINUED ON THE NEXT PAGE

STUDENT SUCCESS IMPACT:

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

<i>Ed. Code:</i>	<i>Board Policy: 3225; 3520</i>	<i>Estimated Fiscal Impact: \$46,000 Measure Q Funds</i>
SUPERINTENDENT'S RECOMMENDATION:		<input checked="" type="checkbox"/> APPROVAL <input type="checkbox"/> DISAPPROVAL <input type="checkbox"/> NOT REQUIRED <input type="checkbox"/> TABLE
Lucky Lofton Executive Bond Manager <hr/> PRESENTER'S NAME		
4000 Suisun Valley Road Fairfield, CA 94534 <hr/> ADDRESS		<hr/> Celia Esposito-Noy, Ed.D. Superintendent-President
(707) 863-7855 <hr/> TELEPHONE NUMBER		
Yulian Ligioso Vice President, Finance & Administration <hr/> VICE PRESIDENT APPROVAL		<hr/> June 3, 2016 DATE APPROVED BY SUPERINTENDENT-PRESIDENT
June 3, 2016 <hr/> DATE SUBMITTED TO SUPERINTENDENT-PRESIDENT		

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AWARD FOR CONSTRUCTION SERVICES
TO ARTHULIA, INC. FOR 21st CENTURY CLASSROOMS –
PHASE 2 PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

Three proposals were received:

Arthulia, Inc.	\$46,000
Calvary Construction, Inc.	\$56,766
TPA Construction, Inc.	\$67,380

It was determined that Arthulia, Inc. was the lowest responsive and responsible bidder.

The Board is asked to approve a contract to Arthulia, Inc., in the amount of \$46,000.

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

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AWARD TO DELL MARKETING L.P. FOR
PROFESSIONAL SERVICES FOR 21ST CENTURY
CLASSROOM – PHASE 2 PROJECT**

REQUESTED ACTION:

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

SUMMARY:

Board approval is requested for award of a contract to Dell Marketing L.P. to provide professional services for the 21st Century Classroom – Phase 2 Project. The scope of services will include moving, placing, and basic installation of 43 computers, including power and network connections.

The Board is asked to approve a contract for Dell Marketing L.P. in the amount of \$1,637.

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

STUDENT SUCCESS IMPACT:

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

<i>Ed. Code:</i>	<i>Board Policy: 3225;3520</i>	<i>Estimated Fiscal Impact: \$1,637 Measure Q Funds</i>
SUPERINTENDENT’S RECOMMENDATION:		<input checked="" type="checkbox"/> APPROVAL <input type="checkbox"/> DISAPPROVAL <input type="checkbox"/> NOT REQUIRED <input type="checkbox"/> TABLE
Lucky Lofton Executive Bonds Manager <hr/> PRESENTER’S NAME		
4000 Suisun Valley Road Fairfield, CA 94534 <hr/> ADDRESS		<hr/> Celia Esposito-Noy, Ed.D. Superintendent-President
(707) 863-7855 <hr/> TELEPHONE NUMBER		
Yulian Ligioso Vice President, Finance and Administration <hr/> VICE PRESIDENT APPROVAL		<hr/> June 3, 2016 DATE APPROVED BY SUPERINTENDENT-PRESIDENT
June 3, 2016 <hr/> DATE SUBMITTED TO SUPERINTENDENT-PRESIDENT		

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

TO: **Members of the Governing Board**

SUBJECT: **CONTRACT AWARD TO MADI ARCHITECTS FOR
PROFESSIONAL SERVICES FOR B100 LOBBY LIGHTING
& ELECTRICAL IMPROVEMENTS PROJECT**

REQUESTED ACTION:

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

SUMMARY:

Board approval is requested for award of a professional services contract to MADI Architects for full architectural and engineering services for the B100 Lobby Lighting & Electrical Improvements Project. The project scope includes providing new electrical outlets and work tables for the students to work on their personal computers. The consultant scope of work will be to provide full architectural services, including development of construction documents, bid phase services and construction administration for the project.

CONTINUED ON THE NEXT PAGE

STUDENT SUCCESS IMPACT:

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

<i>Ed. Code:</i>	<i>Board Policy: 3225; 3520</i>	<i>Estimated Fiscal Impact: \$2,500 Measure Q Funds</i>
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SUPERINTENDENT'S RECOMMENDATION:	<input checked="" type="checkbox"/> APPROVAL	<input type="checkbox"/> DISAPPROVAL
	<input type="checkbox"/> NOT REQUIRED	<input type="checkbox"/> TABLE

Lucky Lofton
Executive Bonds Manager

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 863-7855

TELEPHONE NUMBER

Yulian Ligioso
Finance & Administration

VICE PRESIDENT APPROVAL

June 3, 2016

DATE SUBMITTED TO

SUPERINTENDENT-PRESIDENT

Dr. Celia Esposito-Noy
Superintendent-President

June 3, 2016

DATE APPROVED BY

SUPERINTENDENT-PRESIDENT

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AWARD TO MADI ARCHITECTS FOR
PROFESSIONAL SERVICES FOR B100 LOBBY LIGHTING
& ELECTRICAL IMPROVEMENTS PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

A proposal was solicited from MADI Architects, one of the firms in the District's prequalified pool of firms. The scope of architectural work is very small on this project. MADI is already under contract for the current project in building 100.

The Governing Board is asked to approve a contract to MADI Architects not to exceed the amount of \$2,500.

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

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

TO: Members of the Governing Board

SUBJECT: CONTRACT AWARD TO OMNI-MEANS LTD. FOR PROFESSIONAL SERVICES FOR VACAVILLE CENTER INTERSECTION IMPROVEMENTS PROJECT

REQUESTED ACTION:

- Information OR Approval
 Consent OR Non-Consent

SUMMARY:

Board approval is requested for award of a professional services contract to Omni-Means Ltd. for full traffic engineering services for the improvements to the intersection located at the main entrance to the Vacaville Center at North Village Parkway. The project scope includes adding traffic signalization, pedestrian crosswalk, and related street and “Annex” parking lot improvements at the above intersection, per the mitigation measure required by the CEQA for the Biotechnology and Science Building project.

CONTINUED ON THE NEXT PAGE

STUDENT SUCCESS IMPACT:

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

Ed. Code: Board Policy: 3225; 3520 Estimated Fiscal Impact: \$58,164 Measure Q Funds

SUPERINTENDENT’S RECOMMENDATION:	<input checked="" type="checkbox"/> APPROVAL <input type="checkbox"/> DISAPPROVAL <input type="checkbox"/> NOT REQUIRED <input type="checkbox"/> TABLE
Lucky Lofton Executive Bonds Manager	
PRESENTER’S NAME	
4000 Suisun Valley Road Fairfield, CA 94534	
ADDRESS	Dr. Celia Esposito-Noy Superintendent-President
(707) 863-7855	
TELEPHONE NUMBER	
Yulian Ligioso Finance & Administration	
VICE PRESIDENT APPROVAL	June 3, 2016
June 3, 2016	DATE APPROVED BY
DATE SUBMITTED TO	SUPERINTENDENT-PRESIDENT
SUPERINTENDENT-PRESIDENT	

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AWARD TO OMNI-MEANS LTD. FOR
PROFESSIONAL SERVICES FOR VACAVILLE CENTER
INTERSECTION IMPROVEMENTS PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

The consultant scope of work includes full engineering services, including development of construction documents, bid phase services and construction administration for the project.

A proposal was solicited from Omni-Means Ltd. because under prior competitive selection process they were awarded a contract and prepared the plan line concept and estimate for the intersection improvements. This contract is for the remaining phases of the project.

The Governing Board is asked to approve a contract to Omni-Means Ltd. not to exceed the amount of \$58,164.

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

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AWARD TO UTELOGY CORPORATION
 FOR PROFESSIONAL SERVICES FOR 21ST CENTURY
 CLASSROOM – PHASE 2 PROJECT**

REQUESTED ACTION:

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

SUMMARY:

Board approval is requested for award of a contract to Utelogy Corporation to provide professional services for the 21st Century Classroom – Phase 2 Project. Specific tasks include detailed project management and coordination services for the deployment of smart classroom technology as part of the overall Districtwide technology initiative. The consultant’s scope of work is for the providing, upgrading, and configuring the Utelogy system in Computer Lab Room 503, located in Building 500 on the Fairfield Campus.

The Board is asked to approve a contract for Utelogy Corporation in the amount of \$7,000.

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

STUDENT SUCCESS IMPACT:

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

<i>Ed. Code:</i>	<i>Board Policy: 3225;3520</i>	<i>Estimated Fiscal Impact: \$7,000 Measure Q Funds</i>
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SUPERINTENDENT’S RECOMMENDATION: **APPROVAL** **DISAPPROVAL**
 NOT REQUIRED **TABLE**

Lucky Lofton
 Executive Bonds Manager

PRESENTER’S NAME

4000 Suisun Valley Road
 Fairfield, CA 94534

ADDRESS

(707) 864-7855

TELEPHONE NUMBER

Yulian Ligioso
 Vice President, Finance and Administration

VICE PRESIDENT APPROVAL

June 3, 2016

**DATE SUBMITTED TO
 SUPERINTENDENT-PRESIDENT**

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

June 3, 2016

**DATE APPROVED BY
 SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

SUBJECT: **CONTRACT AWARD TO JK ARCHITECTURE
 ENGINEERING FOR PROFESSIONAL SERVICES FOR
 AERONAUTICS AND WORKFORCE DEVELOPMENT
 PROJECT**

REQUESTED ACTION:

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

SUMMARY:

Board approval is requested for award of a professional services contract to JK Architecture Engineering for architectural services for the future Aeronautics and Workforce Development Building. The project scope includes design and construction of a new building and related site improvements for the Aeronautics educational program on a District-owned site on Nut Tree Road in Vacaville. The facility is planned to be a component of the Doolittle Aeronautics Center complex.

CONTINUED ON THE NEXT PAGE

STUDENT SUCCESS IMPACT:

- Help our students achieve their educational, professional and personal goals
- Basic skills education
- Workforce development and training
- Transfer-level education
- Other: Planning and design for new instructional space

<i>Ed. Code:</i>	<i>Board Policy: 3225; 3520</i>	<i>Estimated Fiscal Impact: \$180,000 Measure Q Funds</i>
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SUPERINTENDENT'S RECOMMENDATION: **APPROVAL** **DISAPPROVAL**
 NOT REQUIRED **TABLE**

Lucky Lofton
 Executive Bonds Manager

PRESENTER'S NAME

4000 Suisun Valley Road
 Fairfield, CA 94534

ADDRESS

(707) 863-7855

TELEPHONE NUMBER

Yulian Ligioso
 Finance & Administration

VICE PRESIDENT APPROVAL

June 4, 2016

**DATE SUBMITTED TO
 SUPERINTENDENT-PRESIDENT**

Dr. Celia Esposito-Noy
 Superintendent-President

June 4, 2016

**DATE APPROVED BY
 SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AWARD TO JK ARCHITECTURE
ENGINEERING FOR PROFESSIONAL SERVICES FOR
AERONAUTICS AND WORKFORCE DEVELOPMENT
PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

The consultant scope of work will be to provide the first phase of design services for the project: programming, planning, preliminary design, and system outline specifications. This will allow the District to confirm the project size and budget. Information from this effort will also feed into the Doolittle Aeronautics Center Project Development Application which will be prepared and submitted to the City jointly with the Doolittle Foundation.

A Request for Qualifications and Proposal was advertised and issued May 11. Statements of Qualifications and Proposals were received from the following three firms on June 1: Brick, Dreyfuss + Blackford Architecture, and JK Architecture Engineering. A committee evaluated the submittals and interviewed the top two firms. Based on qualifications and price JK Architecture Engineering is recommended for award of this contract.

The Governing Board is asked to approve a contract to JK Architecture Engineering not to exceed the amount of \$180,000.

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

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

TO: Members of the Governing Board

SUBJECT: CLINICAL EXPERIENCE AGREEMENT BETWEEN
SOLANO COMMUNITY COLLEGE DISTRICT AND
CRESTWOOD MANOR, VALLEJO, CALIFORNIA

REQUESTED ACTION:

Information OR Approval
 Consent OR Non-Consent

SUMMARY:

A renewal clinical experience agreement between Solano Community College District and Crestwood Behavioral Health, Inc., dba Crestwood Manor, located at 115 Oddstad Drive, Vallejo, California, is being presented for review and approval by the Governing Board. The approval of this contract benefits the nursing program at Solano Community College by providing students with a long-term psychiatric locked facility with a special treatment program in which to practice. The CCR for the Board of Registered Nursing, Section 1427 requires "A program that utilizes agencies and/or facilities for clinical experience shall maintain written agreements with such facilities." These agreements must be current, reviewed periodically, and revised, as indicated. A copy of the Agreement will be available in the Office of the Superintendent-President, in the Office of the Dean of the School of Health Sciences, and in the offices of Crestwood Manor, 115 Oddstad Drive, Vallejo, California.

STUDENT SUCCESS IMPACT:

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

<i>Ed. Code: CCR 1427</i>	<i>Board Policy: 3520</i>	<i>Estimated Fiscal Impact: \$NONE</i>
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SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

PRESENTER'S NAME
Robert J. Gabriel, Ph.D., Dean, School of Health Sciences
4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS
707-864-7108

TELEPHONE NUMBER

Leslie Minor, Ph.D.

VICE PRESIDENT APPROVAL

June 3, 2016

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

June 3, 2016

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

CLINICAL EXPERIENCE AGREEMENT

This Agreement is between **Crestwood Behavioral Health, Inc., doing business as Crestwood Manor** (hereinafter known as *HOSPITAL*) located at **115 Oddstad Drive, Vallejo, California 94589**, and **Solano Community College** (hereinafter known as *SCHOOL*) and located at **4000 Suisun Valley Road, Fairfield, California 94534-3197** and is effective as of July 1, 2016.

RECITALS

- A. *HOSPITAL* owns and operates a long-term psychiatric locked facility with a special treatment program (collectively referred to as "Facility").
- B. *SCHOOL* owns and operates an **Associate Degree Nursing Program (ADN)** which is accredited by the **California Board of Registered Nursing**. *SCHOOL* desires its students to obtain practical experience at *HOSPITAL*'s Facility through participation in a clinical program for its **Registered Nursing** students ("Program").
- C. It is to the mutual benefit of the parties to this Agreement that the students of *SCHOOL*'s *Program* use such Facility for their clinical experience.

Now, therefore, the parties agree as follows:

1. GENERAL INFORMATION

- A. Both parties before the beginning of the training shall agree upon the period of time for each student's clinical experience.
- B. The maximum number of students to receive training shall be mutually agreed upon by the parties at least 30 days prior to beginning of training based upon the availability of space and other considerations.
- C. Faculty and appropriate facility staff will arrange for faculty and student orientations, and identify a process for ongoing communication between the facility and the school at the beginning of each clinical experience.
- D. Faculty and appropriate facility staff will annually review the appropriateness of the learning environment in relation to the program's written objectives.

2. SCHOOL'S RESPONSIBILITIES

- A. Student Profile. *SCHOOL* shall complete and send to *HOSPITAL* a profile for each student enrolled in the Program which shall include the student's name, address and telephone number, driver's license number and social security number, prior to the beginning of the planned clinical experience.
- B. Schedule of Assignments. *SCHOOL* shall notify the *HOSPITAL* of its planned schedule of student assignments, including the name of the student, level of academic preparation and length and dates of clinical experience prior to the planned clinical experience.
- C. Program Coordinator. *SCHOOL* shall designate a faculty member to coordinate with a designee of *HOSPITAL* in the planning of the Program to be provided students.
- D. Records. *SCHOOL* shall maintain all personnel and academic records of the students.
- E. Rules and Regulations. *SCHOOL* shall enforce rules and regulations governing the students that are mutually agreed upon by *SCHOOL* and *HOSPITAL*.
- F. Supervision. *SCHOOL* shall supervise all instruction and clinical experiences for students assigned in groups at the *HOSPITAL*.
- G. Health Policy. *SCHOOL* shall provide *HOSPITAL*, prior to a student's arrival at the *HOSPITAL*, with proof of immunity consistent with *HOSPITAL* employee health policy and notify the *HOSPITAL* if student is a known carrier of an infectious or communicable disease. If such information indicates that patients of *HOSPITAL* would be placed at risk if treated by a particular student, *HOSPITAL* reserves the right to refuse to allow such student to participate in the clinical experience at *HOSPITAL*.
- H. Student Responsibilities. *SCHOOL* shall notify the students that they are responsible for:
 - 1) Following the clinical and administrative policies, procedures, rules and regulations of *HOSPITAL*.
 - 2) Arranging for their own transportation and living arrangements when not provided by *SCHOOL*.
 - 3) Arranging for and assuming the cost of their own health insurance.

- 4) Assuming responsibility for their personal illness, necessary immunizations, tuberculin test, and annual health examination.
 - 5) Maintaining confidentiality of patient information. No student shall have access to or have the right to receive any medical record, except when necessary in the regular course of the clinical experience. The discussion, transmission or narration in any form by students of any patient information of a personal nature, medical or otherwise, obtained in the regular course of the Program is forbidden except as a necessary part of the practical experience.
 - 6) Following dress code of the *HOSPITAL* and wearing name badges identifying themselves as students.
 - 7) Attending an orientation of *HOSPITAL* Facility provided by their instructors. Precepted students shall receive an orientation from the *HOSPITAL*.
 - 8) Providing services to the Hospital's patients under the direct supervision of a faculty provided by *SCHOOL* or Hospital-provided staff/preceptors.
- I. Payroll Taxes and Withholdings. *SCHOOL* shall be solely responsible for any payroll taxes, withholdings, workers' compensation and any other insurance or benefits of any kind for students, employees, and agents of *SCHOOL* providing services under this Agreement. *SCHOOL* shall defend, indemnify, and hold *HOSPITAL* harmless from all liability and responsibilities therefore.

3. HOSPITAL'S RESPONSIBILITIES

- A. Clinical Experience. *HOSPITAL* shall accept from *SCHOOL* the mutually agreed upon number of students enrolled in the aforementioned Program and shall provide said students with supervised clinical experience.
- B. HOSPITAL Designee. *HOSPITAL* shall designate a member of *HOSPITAL*'s staff to participate with the designee of *SCHOOL* in planning, implementing and coordinating the training Program, including orientation.
- C. Access to Facility. *HOSPITAL* shall permit students enrolled in the Program access to *HOSPITAL* Facility as appropriate and necessary for their Program, provided that the presence of the students shall not interfere with the activities of *HOSPITAL*. Facility includes space for clinical conferences and access to *HOSPITAL*'s Medical Library.

- D. Withdrawal of Students. *HOSPITAL* may request *SCHOOL* to withdraw from the Program any student who *HOSPITAL* determines is not performing satisfactorily, or who refuses to follow *HOSPITAL*'s administrative policies, procedures, rules and regulation. Such request must be in writing and must include a statement as to the reason or reasons why *HOSPITAL* desires to have the student withdrawn. Said request shall be complied with within five (5) days of receipt of same. *HOSPITAL* reserves the right to suspend from participation immediately any student who poses an imminent danger of harm to patients or others.
- E. Emergency Health Care/First Aid. *HOSPITAL* shall, on any day when student is receiving training at its Facility, provide to students necessary emergency health care or first aid for accidents occurring in its Facility. Except as provided regarding such emergencies, *HOSPITAL* shall have no obligation to furnish medical or surgical care to any student. Students will be financially responsible for all such care rendered in the same manner as any other patient.
- F. Staffing. *HOSPITAL* shall provide staff adequate in number and quality to insure safe and continuous health care services to patients. Student shall perform in a training capacity only and shall not be utilized to treat patients in lieu of trained professionals employed by the hospital.
- G. Supervision. In situations of single preceptorships/internships, *HOSPITAL* shall assume daily supervision of student.

4. AFFIRMATIVE ACTION AND NON-DISCRIMINATION

The parties agree that all students receiving clinical training pursuant to the Agreement shall be selected without discrimination on account of race, color, religion, national origin, ancestry, disability, marital status, gender, sexual orientation, age, or veteran status.

5. STATUS OF SCHOOL AND HOSPITAL

It is expressly agreed and understood by *SCHOOL* and *HOSPITAL* that students under this Program are in attendance for educational purposes, and such students are not considered employees of *HOSPITAL* for any purpose, including, but not limited to, compensation for services, employee welfare and pension benefits, or workers' compensation insurance.

6. INDEMNIFICATION

- A. *SCHOOL* agrees to indemnify, defend and hold harmless, *HOSPITAL* and its affiliates, its directors, trustees, officers, agents, and employees from and against all claims, demands, damages, costs, expenses of whatever

nature, including court costs and attorney fees arising out of or resulting from negligent or intentional acts or omissions of the *SCHOOL*, its officers, employees, agents or its students.

- B. *HOSPITAL* agrees to indemnify, defend and hold harmless *SCHOOL*, its officers, agents, employees from and against any and all claims, demands, damages, costs, expenses of whatever nature, including court costs and attorney fees arising out of or resulting from negligent or intentional acts or omissions of the *HOSPITAL*, its agents or its employees.

7. INSURANCE

- A. The *SCHOOL* shall procure and maintain in force during the term of this Agreement, at its sole cost and expense, insurance in amounts that are reasonably necessary to protect it and *HOSPITAL* against liability arising from or incident to the use and operation of the *HOSPITAL* by the *SCHOOL*'s students and naming *HOSPITAL* as an additional insured.
- B. Coverage under such insurance shall be not less than One Million Dollars (\$1,000,000) for each occurrence and Three Million Dollars (\$3,000,000) aggregate for each professional liability insurance and comprehensive general liability insurance.
- C. The *SCHOOL* shall also maintain and provide evidence of workers' compensation and disability coverage as required by law.
- D. The *SCHOOL* shall provide *HOSPITAL* with a certificate of insurance evidencing the insurance coverage required under this section and providing for not less than thirty (30) days written notice to the *HOSPITAL* of the cancellation of such insurance. The *SCHOOL* shall promptly notify the *HOSPITAL* of any cancellation, reduction, or other material change in the amount or scope of any coverage required hereunder.

8. TERM AND TERMINATION

- A. Term. This Agreement shall be effective as of the date first written above, and shall remain in effect for three (3) years thereafter.
- B. Renewal. This Agreement may be renewed for subsequent three (3) year terms, by either party giving the other at least 30 days prior written notice of their desire to renew, and the other party's agreeing to such a renewal prior to the expiration of the then current term of the Agreement.
- C. Termination.

- 1) Mutual Agreement. This Agreement may be terminated at any time upon the written concurrence of the parties.
- 2) Without Cause. This Agreement may be terminated without cause with 30 days prior written notice by either party. Such termination shall not take effect, however, with regard to students already enrolled until such time as those students have completed their training for the school semester during which such termination notice is given.

9. GENERAL PROVISIONS

- A. Amendments. This Agreement may be amended at any time by mutual agreement of the parties without additional consideration, provided that before any amendment shall become effective, it shall be reduced to writing and signed by the parties. Notwithstanding the foregoing, should any provision of this Agreement be in conflict with a governing State or federal law, it shall be deemed amended accordingly.
- B. Assignment. Neither party shall voluntarily or by operation of law, assign or otherwise transfer this Agreement without the other party's prior written consent. Any purported assignment in violation of this Section shall be null and void.
- C. Attorney's Fees. In the event that any action, including arbitration, is brought by either party to enforce or interpret the terms of this Agreement, the prevailing party in such action shall be entitled to its costs and reasonable attorney's fees, in addition to such other relief as the court or arbitrator may deem appropriate.
- D. Captions. Any captions to or headings of the articles, sections, subsections, paragraphs, or subparagraphs of this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of validity of this Agreement or any provision hereof.
- E. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.
- F. Entire Agreement. This Agreement, including all Attachments, is the entire Agreement between the parties and no other agreements, oral or written, have been entered into with respect to the subject matter of this Agreement.
- G. Force Majeure. Neither party shall be liable nor deemed to be in default for any delay or failure in performance under this Agreement or other interruption of service or employment deemed resulting, directly or

indirectly, from acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, failure of transportation, machinery or supplies, vandalism, strikes or other work interruptions beyond the reasonable control of either party. However, both parties shall make good faith efforts to perform under this Agreement in the event of any such circumstances.

- H. Governing Law. The validity, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California.
- I. Notices. Notices required under this Agreement shall be sent to the parties by certified or registered mail, return receipt requested, postage prepaid, at the addresses set forth below:

1. Notice to the *HOSPITAL*:

Minda F. Bunggay, BSN, RN, MBA
Administrator
Crestwood Behavioral Health DBA Crestwood Manor
115 Oddstad Drive
Vallejo, CA 94589

Telephone: (707)552-0215
Fax: (707) 553-2161
mbunggay@cbhi.net

2. Notice to the *SCHOOL*

Robert Gabriel, Ph.D., Dean
School of Health Sciences
Solano Community College
4000 Suisun Valley Road
Fairfield, California 94534-3197

Telephone: (707) 864-7108
FAX: (707) 646-2062
robert.gabriel@solano.edu

- J. Remedies. The various rights, options, elections, powers, and remedies of the respective parties hereto contained in, granted, or reserved by this Agreement, are in addition to any others that said parties may be entitled to by law, shall be construed as cumulative, and no one of them is exclusive of any of the others, or of any right or priority allowed by law.
- K. Severability. The provisions of this Agreement shall be deemed severable and if any portion shall be held invalid, illegal or unenforceable for any reason, the remainder of this Agreement shall be effective and binding upon the parties.
- L. Waiver of Provisions. Any waiver of any terms and conditions hereof must be in writing and signed by the parties hereto. A waiver of any term or condition hereof shall not be construed as a future waiver of the same or any other term or condition hereof.
- M. Compliance with Law and Regulatory Agencies. *HOSPITAL* and *SCHOOL* shall comply with all applicable provisions of law and other valid rules and regulations of all governmental agencies having jurisdiction over: (i) the operation of the *HOSPITAL*; (ii) the licensing of health care practitioners; and (iii) the delivery of services to patients of governmentally regulated third party payers whose members/beneficiaries receive care from Hospital. This shall specifically include compliance with applicable provisions of Title 22 of the California Code of Regulations. *SCHOOL* shall also comply with all applicable standards and recommendations of the Joint Commission on Accreditation of Healthcare Organizations, bylaws and rules and regulations, and policies and procedures of *HOSPITAL* its Medical Staff and Medical Staff departments.

10. EXECUTION

By their signatures below, each of the following represent that they have authority to execute this Agreement and to bind the party on whose behalf their execution is made.

HOSPITAL

SCHOOL

**Crestwood Behavioral Health, Inc., DBA
Crestwood Manor**

Solano College

By: _____

By: _____

Celia Esposito-Noy, Ed.D.

Title: _____

Title: _____

Superintendent/President

Date: _____

Date: _____

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

TO: **Members of the Governing Board**

SUBJECT: **CLINICAL EXPERIENCE AGREEMENT BETWEEN
SOLANO COMMUNITY COLLEGE DISTRICT AND
GLOBAL CENTER FOR SUCCESS, VALLEJO,
CALIFORNIA**

REQUESTED ACTION:

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

SUMMARY:

A renewal clinical experience agreement between Solano Community College District and Global Center for Success, 1055 Azuar Drive, Mare Island, Vallejo, California, is being presented for review and approval by the Governing Board. The approval of this contract benefits the nursing program at Solano Community College by providing students with a community-based health care facility in which to practice. The CCR for the Board of Registered Nursing, Section 1427 requires "A program that utilizes agencies and/or facilities for clinical experience shall maintain written agreements with such facilities." These agreements must be current, reviewed periodically, and revised, as indicated. A copy of the Agreement will be available in the Office of the Superintendent-President, in the Office of the Dean of the School of Health Sciences, and in the offices of Global Center for Success, 1055 Azuar Drive, Mare Island, Vallejo, California.

STUDENT SUCCESS IMPACT:

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

<i>Ed. Code: CCR 1427</i>	<i>Board Policy: 3520</i>	<i>Estimated Fiscal Impact: \$NONE</i>
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SUPERINTENDENT'S RECOMMENDATION: **APPROVAL** **DISAPPROVAL**
 NOT REQUIRED **TABLE**

PRESENTER'S NAME
Robert J. Gabriel, Ph.D., Dean, School of Health Sciences
4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS
707-864-7108

TELEPHONE NUMBER
Leslie Minor, Ph.D.

VICE PRESIDENT APPROVAL
June 3, 2016

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

June 3, 2016
**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

CLINICAL EXPERIENCE AGREEMENT

This Agreement is between **Global Center for Success** (hereinafter known as *CLINIC*) located at **1055 Azuar Drive, Mare Island, Vallejo, California 94592**, and **Solano Community College** (hereinafter known as *SCHOOL*) and located at **4000 Suisun Valley Road, Fairfield, California 94534-3197** and is effective as of July 1, 2016.

RECITALS

- A. *CLINIC* owns and operates a community-based health care facility (hereinafter referred to as "Facility").
- B. *SCHOOL* owns and operates an **Associate Degree Nursing Program (ADN)** which is accredited by the **California Board of Registered Nursing**. *SCHOOL* desires its students to obtain practical experience at *CLINIC*'s Facility through participation in a clinical program for its **Registered Nursing** students ("Program").
- C. It is to the mutual benefit of the parties to this Agreement that the students of *SCHOOL*'s *Program* use such Facility for their clinical experience.

Now, therefore, the parties agree as follows:

1. GENERAL INFORMATION

- A. Both parties before the beginning of the training shall agree upon the period of time for each student's clinical experience.
- B. The maximum number of students to receive training shall be mutually agreed upon by the parties at least 30 days prior to beginning of training based upon the availability of space and other considerations.
- C. Faculty and appropriate facility staff will arrange for faculty and student orientations, and identify a process for ongoing communication between the facility and the school at the beginning of each clinical experience.
- D. Faculty and appropriate facility staff will annually review the appropriateness of the learning environment in relation to the program's written objectives.

2. SCHOOL'S RESPONSIBILITIES

- A. Student Profile. *SCHOOL* shall complete and send to *CLINIC* a profile for each student enrolled in the Program which shall include the student's name, address and telephone number, driver's license number and social security number, prior to the beginning of the planned clinical experience.
- B. Schedule of Assignments. *SCHOOL* shall notify the *CLINIC* of its planned schedule of student assignments, including the name of the student, level of academic preparation and length and dates of clinical experience prior to the planned clinical experience.
- C. Program Coordinator. *SCHOOL* shall designate a faculty member to coordinate with a designee of *CLINIC* in the planning of the Program to be provided students.
- D. Records. *SCHOOL* shall maintain all personnel and academic records of the students.
- E. Rules and Regulations. *SCHOOL* shall enforce rules and regulations governing the students that are mutually agreed upon by *SCHOOL* and *CLINIC*.
- F. Supervision. *SCHOOL* shall supervise all instruction and clinical experiences for students assigned in groups at the *CLINIC*.
- G. Health Policy. *SCHOOL* shall provide *CLINIC*, prior to a student's arrival at the *CLINIC*, with proof of immunity consistent with *CLINIC* employee health policy and notify the *CLINIC* if student is a known carrier of an infectious or communicable disease. If such information indicates that patients of *CLINIC* would be placed at risk if treated by a particular student, *CLINIC* reserves the right to refuse to allow such student to participate in the clinical experience at *CLINIC*.
- H. Student Responsibilities. *SCHOOL* shall notify the students that they are responsible for:
 - 1) Following the clinical and administrative policies, procedures, rules and regulations of *CLINIC*.
 - 2) Arranging for their own transportation and living arrangements when not provided by *SCHOOL*.
 - 3) Arranging for and assuming the cost of their own health insurance.

- 4) Assuming responsibility for their personal illness, necessary immunizations, tuberculin test, and annual health examination.
 - 5) Maintaining confidentiality of patient information. No student shall have access to or have the right to receive any medical record, except when necessary in the regular course of the clinical experience. The discussion, transmission or narration in any form by students of any patient information of a personal nature, medical or otherwise, obtained in the regular course of the Program is forbidden except as a necessary part of the practical experience.
 - 6) Following dress code of the *CLINIC* and wearing name badges identifying themselves as students.
 - 7) Attending an orientation of *CLINIC* facilities provided by their instructors. Precepted students shall receive an orientation from the *CLINIC*.
 - 8) Providing services to the *CLINIC*'s patients under the direct supervision of a faculty provided by *SCHOOL* or *CLINIC*-provided staff/preceptors.
- I. Payroll Taxes and Withholdings. *SCHOOL* shall be solely responsible for any payroll taxes, withholdings, workers' compensation and any other insurance or benefits of any kind for students, employees, and agents of *SCHOOL* providing services under this Agreement. *SCHOOL* shall defend, indemnify, and hold *CLINIC* harmless from all liability and responsibilities therefore.

3. **CLINIC'S RESPONSIBILITIES**

- A. Clinical Experience. *CLINIC* shall accept from *SCHOOL* the mutually agreed upon number of students enrolled in the aforementioned Program and shall provide said students with supervised clinical experience.
- B. CLINIC Designee. *CLINIC* shall designate a member of *CLINIC*'s staff to participate with the designee of *SCHOOL* in planning, implementing and coordinating the training Program, including orientation.
- C. Access to Facilities. *CLINIC* shall permit students enrolled in the Program access to *CLINIC* Facilities as appropriate and necessary for their Program, provided that the presence of the students shall not interfere with the activities of *CLINIC*. Facilities include space for clinical conferences and access to *CLINIC*'s Medical Library.
- D. Withdrawal of Students. *CLINIC* may request *SCHOOL* to withdraw from the Program any student who *CLINIC* determines is not performing satisfactorily, or who refuses to follow *CLINIC*'s administrative policies,

procedures, rules and regulation. Such request must be in writing and must include a statement as to the reason or reasons why *CLINIC* desires to have the student withdrawn. Said request shall be complied with within five (5) days of receipt of same. *CLINIC* reserves the right to suspend from participation immediately any student who poses an imminent danger of harm to patients or others.

- E. Emergency Health Care/First Aid. *CLINIC* shall, on any day when student is receiving training at its Facility, provide to students necessary emergency health care or first aid for accidents occurring in its Facility. Except as provided regarding such emergencies, *CLINIC* shall have no obligation to furnish medical or surgical care to any student. Students will be financially responsible for all such care rendered in the same manner as any other patient.
- F. Staffing. *CLINIC* shall provide staff adequate in number and quality to insure safe and continuous health care services to patients. Student shall perform in a training capacity only and shall not be utilized to treat patients in lieu of trained professionals employed by the *CLINIC*.
- G. Supervision. In situations of single preceptorships/internships, *CLINIC* shall assume daily supervision of student.

4. AFFIRMATIVE ACTION AND NON-DISCRIMINATION

The parties agree that all students receiving clinical training pursuant to the Agreement shall be selected without discrimination on account of race, color, religion, national origin, ancestry, disability, marital status, gender, sexual orientation, age, or veteran status.

5. STATUS OF SCHOOL AND CLINIC

It is expressly agreed and understood by *SCHOOL* and *CLINIC* that students under this Program are in attendance for educational purposes, and such students are not considered employees of *CLINIC* for any purpose, including, but not limited to, compensation for services, employee welfare and pension benefits, or workers' compensation insurance.

6. INDEMNIFICATION

- A. *SCHOOL* agrees to indemnify, defend and hold harmless, *CLINIC* and its affiliates, its directors, trustees, officers, agents, and employees from and against all claims, demands, damages, costs, expenses of whatever nature, including court costs and attorney fees arising out of or resulting from negligent or intentional acts or omissions of the *SCHOOL*, its officers, employees, agents or its students.
- B. *CLINIC* agrees to indemnify, defend and hold harmless *SCHOOL*, its officers, agents, employees from and against any and all claims, demands, damages, costs, expenses of whatever nature, including court costs and attorney fees arising out of or resulting from negligent or intentional acts or omissions of the *CLINIC*, its agents or its employees.

7. INSURANCE

- A. The *SCHOOL* shall procure and maintain in force during the term of this Agreement, at its sole cost and expense, insurance in amounts that are reasonably necessary to protect it and *CLINIC* against liability arising from or incident to the use and operation of the *CLINIC* by the *SCHOOL*'s students and naming *CLINIC* as an additional insured.
- B. Coverage under such insurance shall be not less than One Million Dollars (\$1,000,000) for each occurrence and Three Million Dollars (\$3,000,000) aggregate for each professional liability insurance and comprehensive general liability insurance.
- C. The *SCHOOL* shall also maintain and provide evidence of workers' compensation and disability coverage as required by law.
- D. The *SCHOOL* shall provide *CLINIC* with a certificate of insurance evidencing the insurance coverage required under this section and providing for not less than thirty (30) days written notice to the *CLINIC* of the cancellation of such insurance. The *SCHOOL* shall promptly notify the *CLINIC* of any cancellation, reduction, or other material change in the amount or scope of any coverage required hereunder.

8. TERM AND TERMINATION

- A. Term. This Agreement shall be effective as of the date first written above, and shall remain in effect for three (3) years thereafter.
- B. Renewal. This Agreement may be renewed for subsequent three (3) year terms, by either party giving the other at least 30 days prior written notice of their desire to renew, and the other party's agreeing to such a renewal prior to the expiration of the then current term of the Agreement.
- C. Termination.
 - 1) Mutual Agreement. This Agreement may be terminated at any time upon the written concurrence of the parties.
 - 2) Without Cause. This Agreement may be terminated without cause with 30 days prior written notice by either party. Such termination shall not take effect, however, with regard to students already enrolled until such time as those students have completed their training for the school semester during which such termination notice is given.

9. GENERAL PROVISIONS

- A. Amendments. This Agreement may be amended at any time by mutual agreement of the parties without additional consideration, provided that before any amendment shall become effective, it shall be reduced to writing and signed by the parties. Notwithstanding the foregoing, should any provision of this Agreement be in conflict with a governing State or federal law, it shall be deemed amended accordingly.
- B. Assignment. Neither party shall voluntarily or by operation of law, assign or otherwise transfer this Agreement without the other party's prior written consent. Any purported assignment in violation of this Section shall be null and void.
- C. Attorney's Fees. In the event that any action, including arbitration, is brought by either party to enforce or interpret the terms of this Agreement, the prevailing party in such action shall be entitled to its costs and reasonable attorney's fees, in addition to such other relief as the court or arbitrator may deem appropriate.
- D. Captions. Any captions to or headings of the articles, sections, subsections, paragraphs, or subparagraphs of this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall

not be used for the interpretation or determination of validity of this Agreement or any provision hereof.

- E. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.
- F. Entire Agreement. This Agreement, including all Attachments, is the entire Agreement between the parties and no other agreements, oral or written, have been entered into with respect to the subject matter of this Agreement.
- G. Force Majeure. Neither party shall be liable nor deemed to be in default for any delay or failure in performance under this Agreement or other interruption of service or employment deemed resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, failure of transportation, machinery or supplies, vandalism, strikes or other work interruptions beyond the reasonable control of either party. However, both parties shall make good faith efforts to perform under this Agreement in the event of any such circumstances.
- H. Governing Law. The validity, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California.
- I. Notices. Notices required under this Agreement shall be sent to the parties by certified or registered mail, return receipt requested, postage prepaid, at the addresses set forth below:

1. Notice to the *CLINIC*:

Elvie DeLeon
Executive Director
1055 Azuar Drive
Mare Island
Vallejo, CA 94592

Telephone: (707) 562-5673

2. Notice to the *SCHOOL*

Robert Gabriel, Ph.D., Dean
School of Health Sciences
Solano Community College
4000 Suisun Valley Road, Room 805A
Fairfield, CA 94534

Telephone: (707) 864-7108
FAX: (707) 646-2062
robert.gabriel@solano.edu

- J. Remedies. The various rights, options, elections, powers, and remedies of the respective parties hereto contained in, granted, or reserved by this Agreement, are in addition to any others that said parties may be entitled to by law, shall be construed as cumulative, and no one of them is exclusive of any of the others, or of any right or priority allowed by law.
- K. Severability. The provisions of this Agreement shall be deemed severable and if any portion shall be held invalid, illegal or unenforceable for any reason, the remainder of this Agreement shall be effective and binding upon the parties.
- L. Waiver of Provisions. Any waiver of any terms and conditions hereof must be in writing and signed by the parties hereto. A waiver of any term or condition hereof shall not be construed as a future waiver of the same or any other term or condition hereof.
- M. Compliance with Law and Regulatory Agencies. *CLINIC* and *SCHOOL* shall comply with all applicable provisions of law and other valid rules and regulations of all governmental agencies having jurisdiction over: (i) the operation of the *CLINIC*; (ii) the licensing of health care practitioners; and (iii) the delivery of services to patients of governmentally regulated third party payers whose members/beneficiaries receive care from *CLINIC*. This shall specifically include compliance with applicable provisions of Title 22 of the California Code of Regulations. *SCHOOL* shall also comply with all applicable standards and recommendations of the Joint Commission on Accreditation of Healthcare Organizations, bylaws and rules and regulations, and policies and procedures of *CLINIC* its Medical Staff and Medical Staff departments.

10. EXECUTION

By their signatures below, each of the following represent that they have authority to execute this Agreement and to bind the party on whose behalf their execution is made.

CLINIC

SCHOOL

Global Center for Success

Solano Community College

By: _____

By: _____

Celia Esposito-Noy, Ed.D.

Title: _____

Title: _____

Superintendent/President

Date: _____

Date: _____

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

TO: **Members of the Governing Board**

SUBJECT: **CLINICAL EXPERIENCE AGREEMENT BETWEEN
SOLANO COMMUNITY COLLEGE DISTRICT AND
FAIRFIELD POST-ACUTE REHAB CENTER, FAIRFIELD,
CALIFORNIA**

REQUESTED ACTION:

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

SUMMARY: A renewal clinical experience agreement between Solano Community College District and the Fairfield Post-Acute Rehab Center, located at 1255 Travis Blvd., Fairfield, California, is being presented for review and approval by the Governing Board. The approval of this contract benefits the nursing program at Solano Community College by providing students with an assisted living and skilled-care nursing facility in which to practice. The CCR for the Board of Registered Nursing, Section 1427 requires “A program that utilizes agencies and/or facilities for clinical experience shall maintain written agreements with such facilities.” These agreements must be current, reviewed periodically, and revised, as indicated. A copy of the Agreement will be available in the Office of the Superintendent-President, in the Office of the Dean of the School of Health Sciences, and in the offices of the Fairfield Post-Acute Rehab Center, 1255 Travis Blvd., Fairfield, California.

STUDENT SUCCESS IMPACT:

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

<i>Ed. Code: CCR 1427</i>	<i>Board Policy: 3520</i>	<i>Estimated Fiscal Impact: \$NONE</i>
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SUPERINTENDENT’S RECOMMENDATION: **APPROVAL** **DISAPPROVAL**
 NOT REQUIRED **TABLE**

PRESENTER’S NAME
Robert J. Gabriel, Ph.D., Dean, School of Health Sciences
4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS
707-864-7108

TELEPHONE NUMBER
Leslie Minor, Ph.D.

VICE PRESIDENT APPROVAL
June 3, 2016

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

June 3, 2016
**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

CLINICAL EXPERIENCE AGREEMENT

This Agreement is between **Fairfield Post-Acute Rehab Center** (hereinafter known as *HEALTH CENTER*) located at **1255 Travis Blvd., Fairfield, California 94533**, and **Solano Community College** (hereinafter known as *SCHOOL*) and located at **4000 Suisun Valley Road, Fairfield, California 94534-3197** and is effective as of July 1, 2016.

RECITALS

- A. *HEALTH CENTER* owns and operates an assisted living and skilled nursing care facility (hereinafter referred to as "Facility").
- B. *SCHOOL* owns and operates an **Associate Degree Nursing Program (ADN)** which is accredited by the **California Board of Registered Nursing**. *SCHOOL* desires its students to obtain practical experience at *HEALTH CENTER*'s Facility through participation in a clinical program for its **Registered Nursing** students ("Program").
- C. It is to the mutual benefit of the parties to this Agreement that the students of *SCHOOL*'s *Program* use such Facility for their clinical experience.

Now, therefore, the parties agree as follows:

1. GENERAL INFORMATION

- A. Both parties before the beginning of the training shall agree upon the period of time for each student's clinical experience.
- B. The maximum number of students to receive training shall be mutually agreed upon by the parties at least 30 days prior to beginning of training based upon the availability of space and other considerations.
- C. Faculty and appropriate facility staff will arrange for faculty and student orientations, and identify a process for ongoing communication between the facility and the school at the beginning of each clinical experience.
- D. Faculty and appropriate facility staff will annually review the appropriateness of the learning environment in relation to the program's written objectives.

2. SCHOOL'S RESPONSIBILITIES

- A. Student Profile. *SCHOOL* shall complete and send to *HEALTH CENTER* a profile for each student enrolled in the Program which shall include the student's name, address and telephone number, driver's license number and social security number, prior to the beginning of the planned clinical experience.
- B. Schedule of Assignments. *SCHOOL* shall notify the *HEALTH CENTER* of its planned schedule of student assignments, including the name of the student, level of academic preparation and length and dates of clinical experience prior to the planned clinical experience.
- C. Program Coordinator. *SCHOOL* shall designate a faculty member to coordinate with a designee of *HEALTH CENTER* in the planning of the Program to be provided students.
- D. Records. *SCHOOL* shall maintain all personnel and academic records of the students.
- E. Rules and Regulations. *SCHOOL* shall enforce rules and regulations governing the students that are mutually agreed upon by *SCHOOL* and *HEALTH CENTER*.
- F. Supervision. *SCHOOL* shall supervise all instruction and clinical experiences for students assigned in groups at the *HEALTH CENTER*.
- G. Health Policy. *SCHOOL* shall provide *HEALTH CENTER*, prior to a student's arrival at the *HEALTH CENTER*, with proof of immunity consistent with *HEALTH CENTER* employee health policy and notify the *HEALTH CENTER* if student is a known carrier of an infectious or communicable disease. If such information indicates that patients of *HEALTH CENTER* would be placed at risk if treated by a particular student, *HEALTH CENTER* reserves the right to refuse to allow such student to participate in the clinical experience at *HEALTH CENTER*.
- H. Student Responsibilities. *SCHOOL* shall notify the students that they are responsible for:
 - 1) Following the clinical and administrative policies, procedures, rules and regulations of *HEALTH CENTER*.
 - 2) Arranging for their own transportation and living arrangements when not provided by *SCHOOL*.
 - 3) Arranging for and assuming the cost of their own health insurance.

- 4) Assuming responsibility for their personal illness, necessary immunizations, tuberculin test, and annual health examination.
 - 5) Maintaining confidentiality of patient information. No student shall have access to or have the right to receive any medical record, except when necessary in the regular course of the clinical experience. The discussion, transmission or narration in any form by students of any patient information of a personal nature, medical or otherwise, obtained in the regular course of the Program is forbidden except as a necessary part of the practical experience.
 - 6) Following dress code of the *HEALTH CENTER* and wearing name badges identifying themselves as students.
 - 7) Attending an orientation of *HEALTH CENTER* facilities provided by their instructors. Precepted students shall receive an orientation from the *HEALTH CENTER*.
 - 8) Providing services to the *HEALTH CENTER*'s patients under the direct supervision of a faculty provided by *SCHOOL* or *HEALTH CENTER*-provided staff/preceptors.
- I. Payroll Taxes and Withholdings. *SCHOOL* shall be solely responsible for any payroll taxes, withholdings, workers' compensation and any other insurance or benefits of any kind for students, employees, and agents of *SCHOOL* providing services under this Agreement. *SCHOOL* shall defend, indemnify, and hold *HEALTH CENTER* harmless from all liability and responsibilities therefore.

3. HEALTH CENTER'S RESPONSIBILITIES

- A. Clinical Experience. *HEALTH CENTER* shall accept from *SCHOOL* the mutually agreed upon number of students enrolled in the aforementioned Program and shall provide said students with supervised clinical experience.
- B. HEALTH CENTER Designee. *HEALTH CENTER* shall designate a member of *HEALTH CENTER*'s staff to participate with the designee of *SCHOOL* in planning, implementing and coordinating the training Program, including orientation.
- C. Access to Facilities. *HEALTH CENTER* shall permit students enrolled in the Program access to *HEALTH CENTER* Facilities as appropriate and necessary for their Program, provided that the presence of the students shall not interfere with the activities of *HEALTH CENTER*. Facilities

includes space for clinical conferences and access to *HEALTH CENTER*'s Medical Library.

- D. Withdrawal of Students. *HEALTH CENTER* may request *SCHOOL* to withdraw from the Program any student who *HEALTH CENTER* determines is not performing satisfactorily, or who refuses to follow *HEALTH CENTER*'s administrative policies, procedures, rules and regulation. Such request must be in writing and must include a statement as to the reason or reasons why *HEALTH CENTER* desires to have the student withdrawn. Said request shall be complied with within five (5) days of receipt of same. *HEALTH CENTER* reserves the right to suspend from participation immediately any student who poses an imminent danger of harm to patients or others.
- E. Emergency Health Care/First Aid. *HEALTH CENTER* shall, on any day when student is receiving training at its Facility, provide to students necessary emergency health care or first aid for accidents occurring in its Facility. Except as provided regarding such emergencies, *HEALTH CENTER* shall have no obligation to furnish medical or surgical care to any student. Students will be financially responsible for all such care rendered in the same manner as any other patient.
- F. Staffing. *HEALTH CENTER* shall provide staff adequate in number and quality to insure safe and continuous health care services to patients. Student shall perform in a training capacity only and shall not be utilized to treat patients in lieu of trained professionals employed by the *HEALTH CENTER*.
- G. Supervision. In situations of single preceptorships/internships, *HEALTH CENTER* shall assume daily supervision of student.

4. AFFIRMATIVE ACTION AND NON-DISCRIMINATION

The parties agree that all students receiving clinical training pursuant to the Agreement shall be selected without discrimination on account of race, color, religion, national origin, ancestry, disability, marital status, gender, sexual orientation, age, or veteran status.

5. STATUS OF SCHOOL AND HEALTH CENTER

It is expressly agreed and understood by *SCHOOL* and *HEALTH CENTER* that students under this Program are in attendance for educational purposes, and such students are not considered employees of *HEALTH CENTER* for any purpose, including, but not limited to, compensation for services, employee welfare and pension benefits, or workers' compensation insurance.

6. INDEMNIFICATION

- A. *SCHOOL* agrees to indemnify, defend and hold harmless, *HEALTH CENTER* and its affiliates, its directors, trustees, officers, agents, and employees from and against all claims, demands, damages, costs, expenses of whatever nature, including court costs and attorney fees arising out of or resulting from negligent or intentional acts or omissions of the *SCHOOL*, its officers, employees, agents or its students.
- B. *HEALTH CENTER* agrees to indemnify, defend and hold harmless *SCHOOL*, its officers, agents, employees from and against any and all claims, demands, damages, costs, expenses of whatever nature, including court costs and attorney fees arising out of or resulting from negligent or intentional acts or omissions of the *HEALTH CENTER*, its agents or its employees.

7. INSURANCE

- A. The *SCHOOL* shall procure and maintain in force during the term of this Agreement, at its sole cost and expense, insurance in amounts that are reasonably necessary to protect it and *HEALTH CENTER* against liability arising from or incident to the use and operation of the *HEALTH CENTER* by the *SCHOOL*'s students and naming *HEALTH CENTER* as an additional insured.
- B. Coverage under such insurance shall be not less than One Million Dollars (\$1,000,000) for each occurrence and Three Million Dollars (\$3,000,000) aggregate for each professional liability insurance and comprehensive general liability insurance.
- C. The *SCHOOL* shall also maintain and provide evidence of workers' compensation and disability coverage as required by law.
- D. The *SCHOOL* shall provide *HEALTH CENTER* with a certificate of insurance evidencing the insurance coverage required under this section and providing for not less than thirty (30) days written notice to the *HEALTH CENTER* of the cancellation of such insurance. The *SCHOOL* shall promptly notify the *HEALTH CENTER* of any cancellation, reduction, or other material change in the amount or scope of any coverage required hereunder.

8. TERM AND TERMINATION

- A. Term. This Agreement shall be effective as of the date first written above, and shall remain in effect for three (3) years thereafter.
- B. Renewal. This Agreement may be renewed for subsequent three (3) year terms, by either party giving the other at least 30 days prior written notice of their desire to renew, and the other party's agreeing to such a renewal prior to the expiration of the then current term of the Agreement.
- C. Termination.
 - 1) Mutual Agreement. This Agreement may be terminated at any time upon the written concurrence of the parties.
 - 2) Without Cause. This Agreement may be terminated without cause with 30 days prior written notice by either party. Such termination shall not take effect, however, with regard to students already enrolled until such time as those students have completed their training for the school semester during which such termination notice is given.

9. GENERAL PROVISIONS

- A. Amendments. This Agreement may be amended at any time by mutual agreement of the parties without additional consideration, provided that before any amendment shall become effective, it shall be reduced to writing and signed by the parties. Notwithstanding the foregoing, should any provision of this Agreement be in conflict with a governing State or federal law, it shall be deemed amended accordingly.
- B. Assignment. Neither party shall voluntarily or by operation of law, assign or otherwise transfer this Agreement without the other party's prior written consent. Any purported assignment in violation of this Section shall be null and void.
- C. Attorney's Fees. In the event that any action, including arbitration, is brought by either party to enforce or interpret the terms of this Agreement, the prevailing party in such action shall be entitled to its costs and reasonable attorney's fees, in addition to such other relief as the court or arbitrator may deem appropriate.
- D. Captions. Any captions to or headings of the articles, sections, subsections, paragraphs, or subparagraphs of this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall

not be used for the interpretation or determination of validity of this Agreement or any provision hereof.

- E. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.
- F. Entire Agreement. This Agreement, including all Attachments, is the entire Agreement between the parties and no other agreements, oral or written, have been entered into with respect to the subject matter of this Agreement.
- G. Force Majeure. Neither party shall be liable nor deemed to be in default for any delay or failure in performance under this Agreement or other interruption of service or employment deemed resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, failure of transportation, machinery or supplies, vandalism, strikes or other work interruptions beyond the reasonable control of either party. However, both parties shall make good faith efforts to perform under this Agreement in the event of any such circumstances.
- H. Governing Law. The validity, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California.
- I. Notices. Notices required under this Agreement shall be sent to the parties by certified or registered mail, return receipt requested, postage prepaid, at the addresses set forth below:

1. Notice to the *HEALTH CENTER*:

Joanne Van Dyke
Administrator
Fairfield Post-Acute Rehab Center
1255 Travis Blvd.
Fairfield, CA 94533

Telephone: (707) 425-0623

2. Notice to the *SCHOOL*

Robert Gabriel, Ph.D., Dean
School of Health Sciences
Solano Community College
4000 Suisun Valley Road, Room 805A
Fairfield, CA 94534

Telephone: (707) 864-7108
FAX: (707) 646-2062
robert.gabriel@solano.edu

- J. Remedies. The various rights, options, elections, powers, and remedies of the respective parties hereto contained in, granted, or reserved by this Agreement, are in addition to any others that said parties may be entitled to by law, shall be construed as cumulative, and no one of them is exclusive of any of the others, or of any right or priority allowed by law.
- K. Severability. The provisions of this Agreement shall be deemed severable and if any portion shall be held invalid, illegal or unenforceable for any reason, the remainder of this Agreement shall be effective and binding upon the parties.
- L. Waiver of Provisions. Any waiver of any terms and conditions hereof must be in writing and signed by the parties hereto. A waiver of any term or condition hereof shall not be construed as a future waiver of the same or any other term or condition hereof.
- M. Compliance with Law and Regulatory Agencies. *HEALTH CENTER* and *SCHOOL* shall comply with all applicable provisions of law and other valid rules and regulations of all governmental agencies having jurisdiction over: (i) the operation of the *HEALTH CENTER*; (ii) the licensing of health care practitioners; and (iii) the delivery of services to patients of governmentally regulated third party payers whose members/beneficiaries receive care from *HEALTH CENTER*. This shall specifically include compliance with applicable provisions of Title 22 of the California Code of Regulations. *SCHOOL* shall also comply with all applicable standards and recommendations of the Joint Commission on Accreditation of Healthcare Organizations, bylaws and rules and regulations, and policies and procedures of *HEALTH CENTER* its Medical Staff and Medical Staff departments.

10. EXECUTION

By their signatures below, each of the following represent that they have authority to execute this Agreement and to bind the party on whose behalf their execution is made.

HEALTH CENTER

SCHOOL

Fairfield Post-Acute Rehab Center

Solano Community College

By: _____

By: _____

Celia Esposito-Noy, Ed.D.

Title: _____

Title: _____

Superintendent/President

Date: _____

Date: _____

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

TO: **Members of the Governing Board**

SUBJECT: **CLINICAL EXPERIENCE AGREEMENT BETWEEN
SOLANO COMMUNITY COLLEGE DISTRICT AND
LAUREL CREEK HEALTH CENTER/PARADISE VALLEY,
FAIRFIELD, CALIFORNIA**

REQUESTED ACTION:

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

SUMMARY: A renewal clinical experience agreement between Solano Community College District and Laurel Creek Health Center/Paradise Valley, located at 2800 Estates Drive, Fairfield, California, is being presented for review and approval by the Governing Board. The approval of this contract benefits the nursing program at Solano Community College by providing students with an assisted living and skilled-care nursing facility in which to practice. The CCR for the Board of Registered Nursing, Section 1427 requires “A program that utilizes agencies and/or facilities for clinical experience shall maintain written agreements with such facilities.” These agreements must be current, reviewed periodically, and revised, as indicated. A copy of the Agreement will be available in the Office of the Superintendent-President, in the Office of the Dean of the School of Health Sciences, and in the offices of Laurel Creek Health Center/Paradise Valley, 2800 Estates Drive, Fairfield, California.

STUDENT SUCCESS IMPACT:

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

<i>Ed. Code: CCR 1427</i>	<i>Board Policy: 3520</i>	<i>Estimated Fiscal Impact: \$NONE</i>
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SUPERINTENDENT’S RECOMMENDATION: **APPROVAL** **DISAPPROVAL**
 NOT REQUIRED **TABLE**

PRESENTER’S NAME
Robert J. Gabriel, Ph.D., Dean, School of Health Sciences
4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS
707-864-7108

TELEPHONE NUMBER
Leslie Minor, Ph.D.

VICE PRESIDENT APPROVAL
June 3, 2016

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

June 3, 2016
**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

CLINICAL EXPERIENCE AGREEMENT

This Agreement is between **Laurel Creek Health Center/Paradise Valley** (hereafter known as *HEALTH CENTER*) located at **2800 Estates Drive, Fairfield, California 94533**, and **Solano Community College** (hereinafter known as *SCHOOL*) and located at **4000 Suisun Valley Road, Fairfield, California 94534-3197** and is effective as of July 1, 2016.

RECITALS

- A. *HEALTH CENTER* owns and operates an assisted living and skilled nursing care facility (hereinafter referred to as "Facility").
- B. *SCHOOL* owns and operates an **Associate Degree Nursing Program (ADN)** which is accredited by the **California Board of Registered Nursing**. *SCHOOL* desires its students to obtain practical experience at *HEALTH CENTER*'s Facility through participation in a clinical program for its **Registered Nursing** students ("Program").
- C. It is to the mutual benefit of the parties to this Agreement that the students of *SCHOOL*'s *Program* use such Facility for their clinical experience.

Now, therefore, the parties agree as follows:

1. GENERAL INFORMATION

- A. Both parties before the beginning of the training shall agree upon the period of time for each student's clinical experience.
- B. The maximum number of students to receive training shall be mutually agreed upon by the parties at least 30 days prior to beginning of training based upon the availability of space and other considerations.
- C. Faculty and appropriate facility staff will arrange for faculty and student orientations, and identify a process for ongoing communication between the facility and the school at the beginning of each clinical experience.
- D. Faculty and appropriate facility staff will annually review the appropriateness of the learning environment in relation to the program's written objectives.

2. SCHOOL'S RESPONSIBILITIES

- A. Student Profile. *SCHOOL* shall complete and send to *HEALTH CENTER* a profile for each student enrolled in the Program which shall include the student's name, address and telephone number, driver's license number and social security number, prior to the beginning of the planned clinical experience.
- B. Schedule of Assignments. *SCHOOL* shall notify the *HEALTH CENTER* of its planned schedule of student assignments, including the name of the student, level of academic preparation and length and dates of clinical experience prior to the planned clinical experience.
- C. Program Coordinator. *SCHOOL* shall designate a faculty member to coordinate with a designee of *HEALTH CENTER* in the planning of the Program to be provided students.
- D. Records. *SCHOOL* shall maintain all personnel and academic records of the students.
- E. Rules and Regulations. *SCHOOL* shall enforce rules and regulations governing the students that are mutually agreed upon by *SCHOOL* and *HEALTH CENTER*.
- F. Supervision. *SCHOOL* shall supervise all instruction and clinical experiences for students assigned in groups at the *HEALTH CENTER*.
- G. Health and Background Policy. *SCHOOL* shall provide *HEALTH CENTER*, prior to a student's arrival at the *HEALTH CENTER*, with proof of immunity consistent with *HEALTH CENTER* employee health policy and notify the *HEALTH CENTER* if student is a known carrier of an infectious or communicable disease. If such information indicates that patients of *HEALTH CENTER* would be placed at risk if treated by a particular student, *HEALTH CENTER* reserves the right to refuse to allow such student to participate in the clinical experience at the *HEALTH CENTER*.
- H. Student Responsibilities. *SCHOOL* shall notify the students that they are responsible for:
 - 1) Following the clinical and administrative policies, procedures, rules and regulations of *HEALTH CENTER*.
 - 2) Arranging for their own transportation and living arrangements when not provided by *SCHOOL*.
 - 3) Arranging for and assuming the cost of their own health insurance.

- 4) Assuming responsibility for their personal illness, necessary immunizations, tuberculin test, and annual health examination.
 - 5) Maintaining confidentiality of patient information. No student shall have access to or have the right to receive any medical record, except when necessary in the regular course of the clinical experience. The discussion, transmission or narration in any form by students of any patient information of a personal nature, medical or otherwise, obtained in the regular course of the Program is forbidden except as a necessary part of the practical experience.
 - 6) Following dress code of the *HEALTH CENTER* and wearing name badges identifying themselves as students.
 - 7) Attending an orientation of the *HEALTH CENTER* provided by its staff and instructors.
 - 8) Providing services to the *HEALTH CENTER*'s patients under the direct supervision of a faculty provided by *SCHOOL* or *HEALTH CENTER*-provided staff/preceptors.
- I. Payroll Taxes and Withholdings. *SCHOOL* shall be solely responsible for any payroll taxes, withholdings, workers' compensation and any other insurance or benefits of any kind for students, employees, and agents of *SCHOOL* providing services under this Agreement. *SCHOOL* shall defend, indemnify, and hold *HEALTH CENTER* harmless from all liability and responsibilities therefore.

3. HEALTH CENTER'S RESPONSIBILITIES

- A. Clinical Experience. *HEALTH CENTER* shall accept from *SCHOOL* the mutually agreed upon number of students enrolled in the aforementioned Program and shall provide said students with supervised clinical experience.
- B. HEALTH CENTER Designee. *HEALTH CENTER* shall designate a member of *HEALTH CENTER*'s staff to participate with the designee of *SCHOOL* in planning, implementing and coordinating the training Program, including orientation.
- C. Access to Facilities. *HEALTH CENTER* shall permit students enrolled in the Program access to *HEALTH CENTER* Facilities as appropriate and necessary for their Program, provided that the presence of the students shall not interfere with the activities of *HEALTH CENTER*. Facilities

includes space for clinical conferences and access to *HEALTH CENTER*'s Medical Library.

- D. Withdrawal of Students. *HEALTH CENTER* may request *SCHOOL* to withdraw from the Program any student who *HEALTH CENTER* determines is not performing satisfactorily, or who refuses to follow *HEALTH CENTER*'s administrative policies, procedures, rules and regulation. Such request must be in writing and must include a statement as to the reason or reasons why *HEALTH CENTER* desires to have the student withdrawn. Said request shall be complied with within five (5) days of receipt of same. *HEALTH CENTER* reserves the right to suspend from participation immediately any student who poses an imminent danger of harm to patients or others.
- E. Emergency Health Care/First Aid. *HEALTH CENTER* shall, on any day when student is receiving training at its Facility, provide to students necessary emergency health care or first aid for accidents occurring in its Facility. Except as provided regarding such emergencies, *HEALTH CENTER* shall have no obligation to furnish medical or surgical care to any student. Students will be financially responsible for all such care rendered in the same manner as any other patient.
- F. Staffing. *HEALTH CENTER* shall provide staff adequate in number and quality to insure safe and continuous health care services to patients. Student shall perform in a training capacity only and shall not be utilized to treat patients in lieu of trained professionals employed by the *HEALTH CENTER*.
- G. Supervision. In situations of single preceptorships/internships, *HEALTH CENTER* shall assume daily supervision of student.

4. AFFIRMATIVE ACTION AND NON-DISCRIMINATION

The parties agree that all students receiving clinical training pursuant to the Agreement shall be selected without discrimination on account of race, color, religion, national origin, ancestry, disability, marital status, gender, sexual orientation, age, or veteran status.

5. STATUS OF SCHOOL AND HEALTH CENTER

It is expressly agreed and understood by *SCHOOL* and *HEALTH CENTER* that students under this Program are in attendance for educational purposes, and such students are not considered employees of *HEALTH CENTER* for any purpose, including, but not limited to, compensation for services, employee welfare and pension benefits, or workers' compensation insurance.

6. INDEMNIFICATION

- A. *SCHOOL* agrees to indemnify, defend and hold harmless, *HEALTH CENTER* and its affiliates, its directors, trustees, officers, agents, and employees from and against all claims, demands, damages, costs, expenses of whatever nature, including court costs and attorney fees arising out of or resulting from negligent or intentional acts or omissions of the *SCHOOL*, its officers, employees, agents or its students.
- B. *HEALTH CENTER* agrees to indemnify, defend and hold harmless *SCHOOL*, its officers, agents, employees from and against any and all claims, demands, damages, costs, expenses of whatever nature, including court costs and attorney fees arising out of or resulting from negligent or intentional acts or omissions of the *HEALTH CENTER*, its agents or its employees.

7. INSURANCE

- A. The *SCHOOL* shall procure and maintain in force during the term of this Agreement, at its sole cost and expense, insurance in amounts that are reasonably necessary to protect it and *HEALTH CENTER* against liability arising from or incident to the use and operation of the *HEALTH CENTER* by the *SCHOOL*'s students and naming *HEALTH CENTER* as an additional insured.
- B. Coverage under such insurance shall be not less than One Million Dollars (\$1,000,000) for each occurrence and Three Million Dollars (\$3,000,000) aggregate for each professional liability insurance and comprehensive general liability insurance.
- C. The *SCHOOL* shall also maintain and provide evidence of workers' compensation and disability coverage as required by law.
- D. The *SCHOOL* shall provide *HEALTH CENTER* with a certificate of insurance evidencing the insurance coverage required under this section and providing for not less than thirty (30) days written notice to the *HEALTH CENTER* of the cancellation of such insurance. The *SCHOOL* shall promptly notify the *HEALTH CENTER* of any cancellation, reduction, or other material change in the amount or scope of any coverage required hereunder.

8. TERM AND TERMINATION

- A. Term. This Agreement shall be effective as of the date first written above, and shall remain in effect for three (3) years thereafter.
- B. Renewal. This Agreement may be renewed for subsequent three (3) year terms, by either party giving the other at least 30 days prior written notice of their desire to renew, and the other party's agreeing to such a renewal prior to the expiration of the then current term of the Agreement.
- C. Termination.
 - 1) Mutual Agreement. This Agreement may be terminated at any time upon the written concurrence of the parties.
 - 2) Without Cause. This Agreement may be terminated without cause with 30 days prior written notice by either party. Such termination shall not take effect, however, with regard to students already enrolled until such time as those students have completed their training for the school semester during which such termination notice is given.

9. GENERAL PROVISIONS

- A. Amendments. This Agreement may be amended at any time by mutual agreement of the parties without additional consideration, provided that before any amendment shall become effective, it shall be reduced to writing and signed by the parties. Notwithstanding the foregoing, should any provision of this Agreement be in conflict with a governing State or federal law, it shall be deemed amended accordingly.
- B. Assignment. Neither party shall voluntarily or by operation of law, assign or otherwise transfer this Agreement without the other party's prior written consent. Any purported assignment in violation of this Section shall be null and void.
- C. Attorney's Fees. In the event that any action, including arbitration, is brought by either party to enforce or interpret the terms of this Agreement, the prevailing party in such action shall be entitled to its costs and reasonable attorney's fees, in addition to such other relief as the court or arbitrator may deem appropriate.
- D. Captions. Any captions to or headings of the articles, sections, subsections, paragraphs, or subparagraphs of this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall

not be used for the interpretation or determination of validity of this Agreement or any provision hereof.

- E. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.
- F. Entire Agreement. This Agreement, including all Attachments, is the entire Agreement between the parties and no other agreements, oral or written, have been entered into with respect to the subject matter of this Agreement.
- G. Force Majeure. Neither party shall be liable nor deemed to be in default for any delay or failure in performance under this Agreement or other interruption of service or employment deemed resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, failure of transportation, machinery or supplies, vandalism, strikes or other work interruptions beyond the reasonable control of either party. However, both parties shall make good faith efforts to perform under this Agreement in the event of any such circumstances.
- H. Governing Law. The validity, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California.
- I. Notices. Notices required under this Agreement shall be sent to the parties by certified or registered mail, return receipt requested, postage prepaid, at the addresses set forth below:

1. Notice to the *HEALTH CENTER*:

Mark Anderson
Administrator
Laurel Creek Health Center /Paradise Valley
2800 Estates Drive
Fairfield, CA 94533

Telephone: (707) 432-1201
Fax: (707) 426-1130
marka@pvestates.com

2. Notice to the *SCHOOL*

Robert Gabriel, Ph.D., Dean
School of Health Sciences
Solano Community College
4000 Suisun Valley Road, Room 805A
Fairfield, CA 94534

Telephone: (707) 864-7108
FAX: (707) 646-2062
robert.gabriel@solano.edu

- J. Remedies. The various rights, options, elections, powers, and remedies of the respective parties hereto contained in, granted, or reserved by this Agreement, are in addition to any others that said parties may be entitled to by law, shall be construed as cumulative, and no one of them is exclusive of any of the others, or of any right or priority allowed by law.
- K. Severability. The provisions of this Agreement shall be deemed severable and if any portion shall be held invalid, illegal or unenforceable for any reason, the remainder of this Agreement shall be effective and binding upon the parties.
- L. Waiver of Provisions. Any waiver of any terms and conditions hereof must be in writing and signed by the parties hereto. A waiver of any term or condition hereof shall not be construed as a future waiver of the same or any other term or condition hereof.
- M. Compliance with Law and Regulatory Agencies. *HEALTH CENTER* and *SCHOOL* shall comply with all applicable provisions of law and other valid rules and regulations of all governmental agencies having jurisdiction over: (i) the operation of the *HEALTH CENTER*; (ii) the licensing of health care practitioners; and (iii) the delivery of services to patients of governmentally regulated third party payers whose members/beneficiaries receive care from *HEALTH CENTER*. This shall specifically include compliance with applicable provisions of Title 22 of the California Code of Regulations. *SCHOOL* shall also comply with all applicable standards and recommendations of the Joint Commission on Accreditation of Healthcare Organizations, bylaws and rules and regulations, and policies and procedures of *HEALTH CENTER* its Medical Staff and Medical Staff departments.

10. EXECUTION

By their signatures below, each of the following represent that they have authority to execute this Agreement and to bind the party on whose behalf their execution is made.

HEALTH CENTER

SCHOOL

Laurel Creek Health Center/Paradise Valley - Fairfield

Solano Community College

By: _____

By: _____

Celia Esposito-Noy, Ed.D.

Title: _____

Title: _____

Superintendent/President

Date: _____

Date: _____

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

TO: **Members of the Governing Board**

SUBJECT: **CLINICAL EXPERIENCE AGREEMENT BETWEEN
SOLANO COMMUNITY COLLEGE DISTRICT AND
VACAVILLE CONVALESCENT AND REHABILITATION
CENTER, VACAVILLE, CALIFORNIA**

REQUESTED ACTION:

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

SUMMARY:

A renewal clinical experience agreement between Solano Community College District and Vacaville Convalescent and Rehabilitation Center, located at 585 Nut Tree Road, Vacaville, California, is being presented for review and approval by the Governing Board. The approval of this contract benefits the nursing program at Solano Community College by providing Certified Nursing Assistant or Home Health Aide students with a skilled-care nursing facility in which to practice. The CCR for the Board of Registered Nursing, Section 1427 requires “A program that utilizes agencies and/or facilities for clinical experience shall maintain written agreements with such facilities.” These agreements must be current, reviewed periodically, and revised, as indicated. A copy of the Agreement will be available in the Office of the Superintendent-President, in the Office of the Dean of the School of Health Sciences, and in the offices of Vacaville Convalescent and Rehabilitation Center, Vacaville, California.

STUDENT SUCCESS IMPACT:

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

<i>Ed. Code: CCR 1427</i>	<i>Board Policy: 3520</i>	<i>Estimated Fiscal Impact: NONE</i>
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SUPERINTENDENT’S RECOMMENDATION: **APPROVAL** **DISAPPROVAL**
 NOT REQUIRED **TABLE**

PRESENTER’S NAME
Robert J. Gabriel, Ph.D., Dean, School of Health Sciences
4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS
707-864-7108

TELEPHONE NUMBER
Leslie Minor, Ph.D.

VICE PRESIDENT APPROVAL
June 3, 2016

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

June 3, 2106
**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

CLINICAL EXPERIENCE AGREEMENT

This Agreement is between **Vacaville Convalescent and Rehabilitation Center** (hereinafter known as *FACILITY*) located at **585 Nut Tree Road, Vacaville, California 95687**, and **Solano Community College** (hereinafter known as *SCHOOL*) and located at **4000 Suisun Valley Road, Fairfield, California 94534-3197** and is effective as of June 16, 2016.

RECITALS

- A. *FACILITY* owns and operates an assisted living and skilled nursing care facility (hereinafter referred to as "Facility").
- B. *SCHOOL* owns and operates **Certified Nursing Assistant (CNA) and/or Home Health Aide (HHA) Program** which is accredited by the **California Department of Public Health Service**. *SCHOOL* desires its students to obtain practical experience at *FACILITY*'s Facility through participation in a clinical program for its **CNA or HHA** students ("Program").
- C. It is to the mutual benefit of the parties to this Agreement that the students of *SCHOOL*'s *Program* use such Facility for their clinical experience for a period of two years.

Now, therefore, the parties agree as follows:

1. GENERAL INFORMATION

- A. Both parties before the beginning of the training shall agree upon the period of time for each student's clinical experience.
- B. *SCHOOL* will provide fifteen (15) CNA students at a time, for a period of seven (7) weeks, up to two (2) days per week, and only between the hours of 6:00 am and 8:00 pm per day.
- C. Faculty and appropriate facility staff will arrange for faculty and student orientations, and identify a process for ongoing communication between the facility and the school at the beginning of each clinical experience.
- D. Faculty and appropriate facility staff will annually review the appropriateness of the learning environment in relation to the program's written objectives.

2. SCHOOL'S RESPONSIBILITIES

- A. Student Profile. *SCHOOL* shall complete and send to *FACILITY* a profile for each student enrolled in the Program which shall include the student's name, address and telephone number, driver's license number and social security number, prior to the beginning of the planned clinical experience.
- B. Schedule of Assignments. The student to faculty ratio shall not exceed 15 to 1 per rotation. *SCHOOL* shall notify the *FACILITY* of its planned schedule of student assignments, including the name of the student, level of academic preparation and length and dates of clinical experience prior to the planned clinical experience.
- C. Program Coordinator. *SCHOOL* shall designate a faculty member to coordinate with a designee of *FACILITY* in the planning of the Program to be provided students.
- D. Records. *SCHOOL* shall maintain all personnel and academic records of the students.
- E. Rules and Regulations. *SCHOOL* shall enforce rules and regulations governing the students that are mutually agreed upon by *SCHOOL* and *FACILITY*.
- F. Supervision. *SCHOOL* shall provide immediate and direct supervision of all instruction and clinical experiences for students assigned to the *FACILITY*.
- G. Health and Background Policy. *SCHOOL* shall provide *FACILITY*, prior to a student's arrival at the *FACILITY*, with proof of immunity, physical examination, TB skin test and criminal background screening consistent with *FACILITY* employee health policy and notify the *FACILITY* if student is a known carrier of an infectious or communicable disease. If such information indicates that patients of *FACILITY* would be placed at risk if treated by a particular student, *FACILITY* reserves the right to refuse to allow such student to participate in the clinical experience at *FACILITY*.
- H. Student Responsibilities. *SCHOOL* shall notify the students that they are responsible for:
 - 1) Following the clinical and administrative policies, procedures, rules and regulations of *FACILITY*.
 - 2) Arranging for their own transportation and living arrangements when not provided by *SCHOOL*.
 - 3) Arranging for and assuming the cost of their own health insurance.

- 4) Assuming responsibility for their personal illness, necessary immunizations, tuberculin test, and annual health examination.
 - 5) Maintaining confidentiality of patient information. No student shall have access to or have the right to receive any medical record, except when necessary in the regular course of the clinical experience. The discussion, transmission or narration in any form by students of any patient information of a personal nature, medical or otherwise, obtained in the regular course of the Program is forbidden except as a necessary part of the practical experience.
 - 6) Students will adhere to *FACILITY*'s established performance and dress standards and will wear name badges identifying themselves as students.
 - 7) Attending an orientation of the *FACILITY* provided by its staff and instructors.
 - 8) Providing services to the *FACILITY*'s patients under the direct supervision of a faculty provided by *SCHOOL* or *FACILITY*-provided staff/preceptors.
- I. Payroll Taxes and Withholdings. *SCHOOL* shall be solely responsible for any payroll taxes, withholdings, workers' compensation and any other insurance or benefits of any kind for students, employees, and agents of *SCHOOL* providing services under this Agreement. *SCHOOL* shall defend, indemnify, and hold *FACILITY* harmless from all liability and responsibilities therefore.

3. FACILITY'S RESPONSIBILITIES

- A. Clinical Experience. *FACILITY* shall accept from *SCHOOL* the mutually agreed upon number of students enrolled in the aforementioned Program.
- B. FACILITY Designee. *FACILITY* shall designate a member of *FACILITY*'s staff to participate with the designee of *SCHOOL* in planning, implementing and coordinating the training Program, including orientation. Facility staff may not be used to proctor, shadow or teach program students.
- C. Access to Facilities. *FACILITY* shall permit students enrolled in the Program access to *FACILITY* Facilities as appropriate and necessary for their Program, provided that the presence of the students shall not interfere with the activities of *FACILITY*. Facilities include space for clinical conferences and access to *FACILITY*'s Medical Library.

- D. Withdrawal of Students. *FACILITY* may request *SCHOOL* to withdraw from the Program any student who *FACILITY* determines is not performing satisfactorily, or who refuses to follow *FACILITY*'s administrative policies, procedures, rules and regulation. Such request must be in writing and must include a statement as to the reason or reasons why *FACILITY* desires to have the student withdrawn. Said request shall be complied with within five (5) days of receipt of same. *FACILITY* reserves the right to suspend from participation immediately any student who poses an imminent danger of harm to patients or others.

- E. Emergency Health Care/First Aid. *FACILITY* shall, on any day when student is receiving training at its Facility, provide to students necessary emergency health care or first aid for accidents occurring in its Facility. Except as provided regarding such emergencies, *FACILITY* shall have no obligation to furnish medical or surgical care to any student. Students will be financially responsible for all such care rendered in the same manner as any other patient.

- F. Staffing. *FACILITY* shall provide staff adequate in number and quality to insure safe and continuous health care services to patients. Nursing staff will not be decreased because students are assigned to the facility. Student shall perform in a training capacity only and shall not be utilized to provide patient care in lieu of trained professionals employed by the *FACILITY*.

- G. *FACILITY* must be in good standing with the Centers for Medicare and Medicaid Services (CMS) and not have any training enforcement restrictions.

4. AFFIRMATIVE ACTION AND NON-DISCRIMINATION

The parties agree that all students receiving clinical training pursuant to the Agreement shall be selected without discrimination on account of race, color, religion, national origin, ancestry, disability, marital status, gender, sexual orientation, age, or veteran status.

5. STATUS OF SCHOOL AND FACILITY

It is expressly agreed and understood by *SCHOOL* and *FACILITY* that students under this Program are in attendance for educational purposes, and such students are not considered employees of *FACILITY* for any purpose, including, but not limited to, compensation for services, employee welfare and pension benefits, or workers' compensation insurance.

6. INDEMNIFICATION

- A. *SCHOOL* agrees to indemnify, defend and hold harmless, *FACILITY* and its affiliates, its directors, trustees, officers, agents, and employees from and against all claims, demands, damages, costs, expenses of whatever nature, including court costs and attorney fees arising out of or resulting from negligent or intentional acts or omissions of the *SCHOOL*, its officers, employees, agents or its students.
- B. *FACILITY* agrees to indemnify, defend and hold harmless *SCHOOL*, its officers, agents, employees from and against any and all claims, demands, damages, costs, expenses of whatever nature, including court costs and attorney fees arising out of or resulting from negligent or intentional acts or omissions of the *FACILITY*, its agents or its employees.

7. INSURANCE

- A. The *SCHOOL* shall procure and maintain in force during the term of this Agreement, at its sole cost and expense, insurance in amounts that are reasonably necessary to protect it and *FACILITY* against liability arising from or incident to the use and operation of the *FACILITY* by the *SCHOOL*'s students and naming *FACILITY* as an additional insured.
- B. Coverage under such insurance shall be not less than One Million Dollars (\$1,000,000) for each occurrence and Three Million Dollars (\$3,000,000) aggregate for each professional liability insurance and comprehensive general liability insurance.
- C. The *SCHOOL* shall also maintain and provide evidence of workers' compensation and disability coverage as required by law.
- D. The *SCHOOL* shall provide *FACILITY* with a certificate of insurance evidencing the insurance coverage required under this section and providing for not less than thirty (30) days written notice to the *FACILITY* of the cancellation of such insurance. The *SCHOOL* shall promptly notify the *FACILITY* of any cancellation, reduction, or other material change in the amount or scope of any coverage required hereunder.

8. TERM AND TERMINATION

- A. Term. This Agreement shall be effective as of the date first written above, and shall remain in effect for two (2) years thereafter or until terminated by either party in accordance with Section 8C.

B. Termination.

- 1) Mutual Agreement. This Agreement may be terminated at any time upon the written concurrence of the parties.
- 2) Without Cause. This Agreement may be terminated without cause with 60 days prior written notice by either party. Such termination shall not take effect, however, with regard to students already enrolled until such time as those students have completed their training for the school semester during which such termination notice is given.

9. GENERAL PROVISIONS

- A. Amendments. This Agreement may be amended at any time by mutual agreement of the parties without additional consideration, provided that before any amendment shall become effective, it shall be reduced to writing and signed by the parties. Notwithstanding the foregoing, should any provision of this Agreement be in conflict with a governing State or federal law, it shall be deemed amended accordingly.
- B. Assignment. Neither party shall voluntarily or by operation of law, assign or otherwise transfer this Agreement without the other party's prior written consent. Any purported assignment in violation of this Section shall be null and void.
- C. Attorney's Fees. In the event that any action, including arbitration, is brought by either party to enforce or interpret the terms of this Agreement, the prevailing party in such action shall be entitled to its costs and reasonable attorney's fees, in addition to such other relief as the court or arbitrator may deem appropriate.
- D. Captions. Any captions to or headings of the articles, sections, subsections, paragraphs, or subparagraphs of this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of validity of this Agreement or any provision hereof.
- E. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.
- F. Entire Agreement. This Agreement, including all Attachments, is the entire Agreement between the parties and no other agreements, oral or written, have been entered into with respect to the subject matter of this Agreement.

- G. Force Majeure. Neither party shall be liable nor deemed to be in default for any delay or failure in performance under this Agreement or other interruption of service or employment deemed resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, failure of transportation, machinery or supplies, vandalism, strikes or other work interruptions beyond the reasonable control of either party. However, both parties shall make good faith efforts to perform under this Agreement in the event of any such circumstances.

Governing Law. The validity, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California.

- H. Remedies. The various rights, options, elections, powers, and remedies of the respective parties hereto contained in, granted, or reserved by this Agreement, are in addition to any others that said parties may be entitled to by law, shall be construed as cumulative, and no one of them is exclusive of any of the others, or of any right or priority allowed by law.
- I. Severability. The provisions of this Agreement shall be deemed severable and if any portion shall be held invalid, illegal or unenforceable for any reason, the remainder of this Agreement shall be effective and binding upon the parties.
- J. Waiver of Provisions. Any waiver of any terms and conditions hereof must be in writing and signed by the parties hereto. A waiver of any term or condition hereof shall not be construed as a future waiver of the same or any other term or condition hereof.
- K. Compliance with Law and Regulatory Agencies. *FACILITY* and *SCHOOL* shall comply with all applicable provisions of local, state and federal laws and other valid rules and regulations of all governmental agencies having jurisdiction over: (i) the operation of the *FACILITY*; (ii) the licensing of health care practitioners; and (iii) the delivery of services to patients of governmentally regulated third party payers whose members/beneficiaries receive care from *FACILITY*. This shall specifically include compliance with applicable provisions of Title 22 of the California Code of Regulations. *SCHOOL* shall also comply with all applicable standards and recommendations of the Joint Commission on Accreditation of Healthcare Organizations, bylaws and rules and regulations, and policies and procedures of *FACILITY*, its Medical Staff and Medical Staff departments.

Both parties shall comply with Federal and California laws regarding the use and disclosure of individual identifiable health information, in particular with the provisions of Health Insurance Portability & Accountability Act of 1996—HIPPA.

Both parties should comply with Occupational Safety and Health Administration (OSHA) policies and standards.

1. Notices. Notices required under this Agreement shall be sent to the parties by certified or registered mail, return receipt requested, postage prepaid, at the addresses set forth below:

Notice to the *FACILITY*:
Joe Nicoli, Administrator
Vacaville Convalescent and Rehabilitation Center
585 Nut Tree Court
Vacaville, CA 95687
Telephone: (707) 449-8000
Fax: (707) 449-4166

2. Notice to the *SCHOOL*

Robert Gabriel, Ph.D.
Dean, Health Sciences
Solano Community College
4000 Suisun Valley Road
Fairfield, California 94534-3197

Telephone: (707) 864-7108
FAX: (707) 646-2062
Robert.gabriel@solano.edu

10. EXECUTION

By their signatures below, each of the following represent that they have authority to execute this Agreement and to bind the party on whose behalf their execution is made.

FACILITY

SCHOOL

Vacaville Convalescent and Rehabilitation Center

Solano Community College

By: _____
Joe Nicoli

By: _____
Celia Esposito-Noy, Ed.D.

Title: _____
Administrator

Title: _____
Superintendent/President

Date: _____

Date: _____

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

TO: **Members of the Governing Board**

SUBJECT: **MEMORANDUM OF UNDERSTANDING BETWEEN
CALIFORNIA STATE UNIVERSITY, SACRAMENTO
COLLEGE OF CONTINUING EDUCATION AND SOLANO
COMMUNITY COLLEGE DISTRICT**

REQUESTED ACTION:

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

SUMMARY:

An agreement is being entered into between California State University Sacramento College of Continuing Education and Solano Community College District for the delivery of the Bachelor of Arts in Early Development, Care and Education degree completion program and distance learning receive site. The offering of these courses will be delivered over eight (8) terms and is considered one cycle. This Agreement is effective Fall, 2016 through Spring 2019 for Cohort 1. Subsequent cohorts can be added as an addendum to this Agreement.

STUDENT SUCCESS IMPACT:

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

<i>Ed. Code:</i>	<i>Board Policy: 3520</i>	<i>Estimated Fiscal Impact: NONE</i>
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SUPERINTENDENT’S RECOMMENDATION: **APPROVAL** **DISAPPROVAL**
 NOT REQUIRED **TABLE**

PRESENTER’S NAME
Leslie Minor, Ph.D., Vice President,
Academic Affairs
4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS
707-864-7102

TELEPHONE NUMBER

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

Leslie Minor, Ph.D.

VICE PRESIDENT APPROVAL

June 3, 2016

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

June 3, 2016

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into this 16th date of June, 2016, between California State University, Sacramento College of Continuing Education, hereinafter referred to as "CSUS/CCE", and Solano Community College District, hereinafter referred to as "AGENCY." This agreement recognizes the partnership responsibilities for the delivery of the Bachelor of Arts in Early Development, Care and Education degree completion program and the distance learning receive site.

PURPOSE OF AGREEMENT

This agreement establishes the responsibilities for the distance learning B.A. in early development, Care and Education (BA-EDCE) degree completion program. Agency will host, at no charge to SCUS/CCE a cohort of students from EDCE settings beginning Fall 2016 and allow non-AGENCY students to take courses on-site on a space available basis. To be fiscally viable, a cohort site must maintain an average of 20 students.

The offering of these courses will be delivered over eight (8) terms and is considered one cycle. This Agreement is effective Fall, 2016 through Spring, 2019 for Cohort 1. Subsequent cohorts can be added as an addendum to this Agreement.

RESPONSIBILITY AREAS

1. Administrative Coordination and Communication:

AGENCY designee will meet regularly with the BA-EDCE faculty director and CSUS/CCE program coordinator to ensure the smooth delivery of the program and service to the cohort site participants.

2. Promotion, Recruitment and Outreach:

AGENCY will assist in the promotion, recruitment and outreach of the BA-EDCE to interested AGENCY students. AGENCY will work collaboratively with CSUS/CCE to schedule and provide rooms for on-site information sessions, advising sessions and new student orientations. In addition, AGENCY will facilitate presentations to area stakeholders at appropriate area, cluster and regional meetings, conferences and other events.

3. Cohort:

- a. Optimal cohort size is established between 20-30 students.
- b. BA-EDCE program will accept into the cohort all admissible AGENCY students who meet the University's admission requirements.
- c. If space is limited due to over enrollment, a second section may be established to accommodate all students.
- d. SCCD continuing students or former SCCD students will have first priority for acceptance into the program.

4. Student Information:

Information on students participating in the BA-EDCE program is considered confidential and cannot be released. Release of this information is contingent upon student giving CSUS/CCE a signed release form. The release form must be specific and identify the information that CSUS/CCE is authorized to release to the employer, i.e., AGENCY.

5. Facilities and On-Site Logistics:

- a. AGENCY shall provide, at no cost to CSUS/CCE, a furnished training room/computer lab at the AGENCY office:

Solano Community College District
 4000 Suisun Valley Road
 Fairfield, CA 934534

The facility will:

- i. Accommodate up to 30 adult students;
- ii. Have access to restroom facilities;
- iii. Have high-speed internet access;
- iv. Be equipped with a computer and LCD projection system; and

- b. AGENCY will also provide:

- i. Custodial services for classroom;
- ii. Contact person for CSUS/CCE to coordinate on-site logistics and to troubleshoot programs.

6. Adjunct Instructor Staffing:

AGENCY may recommend potential cohort instructors who meet the minimum eligibility standards for adjunct instructors at CSUS.

EFFECTIVE DATE AND TERM

This Agreement shall not become effective until it is approved by all parties. This Agreement may be terminated by either party upon 120 days written notice to the other party.

AMENDMENT

This Agreement shall not be altered, modified, or amended except by a subsequent written instrument executed by the parties hereto. Such amendment shall not be effective until it is approved by both parties. The parties concur that this Agreement shall be reviewed on an annual basis and amended as necessary.

SOLANO COMMUNITY COLLEGE DISTRICT

CSUS/CCE

By: _____

By: _____

Printed Name: Celia Esposito-Noy, Ph.D.

Printed Name: _____

Title: Superintendent-President

Title: _____

Date: _____

Date: _____

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: AGREEMENT BETWEEN THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA PUENTE PROJECT AND
SOLANO COMMUNITY COLLEGE DISTRICT

REQUESTED ACTION:

Information OR Approval
 Consent OR Non-Consent

SUMMARY:

2016-17 SCC Puente MOU agreement between the Regents of the University of California Puente Project and the Solano Community College District.

STUDENT SUCCESS IMPACT:

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

Ed. Code: *Board Policy:* *Estimated Fiscal Impact: (\$1,500.00)*

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Gregory S. Brown
Vice President, Student Services

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

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

TELEPHONE NUMBER

VICE PRESIDENT APPROVAL

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

COOPERATIVE AGREEMENT NO.: 15-PUENTE-CC-51

between

The Regents of the University of California

PUENTE PROJECT

and

Solano Community College District on

behalf of

SOLANO COLLEGE

Fiscal Year 2016-2017

THIS AGREEMENT is entered into between The Regents of the University of California (hereinafter called "The Regents"), on behalf of the Puente Project (hereinafter called "Puente"), and the Solano Community College District on behalf of **Solano College** (hereinafter called "Recipient").

WHEREAS, The Regents of the University of California, Center for Educational Partnerships administer Puente, which has established guidelines for Puente community college programs, provides training for Recipient personnel who are implementing these programs, and requires Recipients to meet certain reporting requirements; and

WHEREAS, The mission of Puente is to increase the number of educationally disadvantaged students who enroll in four-year colleges and universities, earn degrees, and return to the community as leaders and mentors to future generations; and

WHEREAS, The California Community Colleges and The Regents have entered into an agreement which calls for increased transfers to the University of California and expansion of Puente;

NOW THEREFORE, the parties mutually agree as follows:

I. PERIODS OF PERFORMANCE

This Agreement shall be in effect from July 1, 2016 to June 30, 2017.

II. STATEMENT OF WORK

Recipient and Puente shall work together to continue to provide a program for educationally disadvantaged students at Solano College.

The current Puente *Community College Program Implementation Guidelines* is incorporated into this Agreement by reference as though set forth in full and outlines program responsibilities, roles, and expectations for Puente, Recipient, and their staffs in detail. Puente and Recipient agree to follow these Guidelines and the provisions set forth herein in conducting a Puente program. In case of inconsistencies between this Agreement and the Guidelines, this Agreement takes precedence. No changes in the Puente model shall be made without the agreement of The Regents' Puente Executive Director.

Puente will provide continued support in the form of instructor, counselor, and mentor training as described in Attachment B. Recipient will comply with all terms set forth in this Agreement.

III. AWARD AMOUNT AND PAYMENT

The Regents will provide **mentor support funds of \$1,500** for each fiscal year within the period stated above.

If sufficient funds are not appropriated by the State of California for this program, or if funding for any fiscal year is reduced or deleted, this Agreement shall either be cancelled pursuant to the applicable Agreement termination provisions or amended to reflect a reduction in funds.

IV. FINANCIAL ACCOUNTING, RECORDS, REPORTS

- A. Funds provided under this Agreement are to be used for mentor activities such as field trips, meetings, and orientations, including food during these functions. Funds may not be used for office furniture (such as, file cabinets, desks, tables, chairs) or for office renovations or construction, or equipment (e.g., computers and printers).
- B. Interest earned on funds provided through this Agreement may only be used for purposes of the project herein supported. Any unexpended funds must be returned to the University of California. The check, made out to the Regents of the University of California, and remitted to the Puente Statewide Office by September 30, 2016.

- C. Allowable costs and financial administration shall be governed by Recipient’s institutional standards and those set forth in this Agreement.
- D. Recipient shall maintain accounts, records, and other evidence pertaining to all costs incurred for the Puente program, including those covered from other sources.
- E. The Regents/Puente shall have access to and the right to examine and audit any directly pertinent books, documents, papers and records for three years after expiration or termination of this Agreement.
- F. Financial reports and line item budgets may be periodically requested by the Puente Executive Director for programmatic reasons.

V. PROGRAMMATIC REPORTING REQUIREMENTS

Recipient will provide student and college data necessary to determine the impact of Puente. Data collected include, but are not limited to: student information forms, student activities surveys, official grades for each term, student update forms, and statistics regarding the college’s ethnic breakdown, retention/graduation rates, and transfer rates. Students will also participate in interviews, complete questionnaires, and/or complete other assessment instruments necessary to determine the outcome of Puente. In no case will data be collected which identifies individual students without a release form signed by the student.

Data Collection Schedule: Because Puente staff coordinates data collection and reporting for both college and high school Puente programs, it is critical that the due dates be observed. Data is collected twice each year, with forms mailed from Puente in October and April. The counselor or instructor should return the SIBF forms, the student update forms and the official grade sheets to the Puente State Office as designated below.

FALL TERM:

<u>Item</u>	<u>Due Date</u>
Student Online Registration	October 29, 2016
Official Grade Sheet	End of term

SPRING TERM:

<u>Item</u>	<u>Due Date</u>
New Student Online Registration	March 30, 2017
Continuing Student Spring Survey	March 30, 2017
Official Grade Sheet	End of term

VI. COLLECTION OF INFORMATION

Recipient agrees to comply with all applicable laws, including but not limited to applicable provisions of the Federal Family Educational Rights and Privacy Act (“FERPA”), the State of California Education Code, the State Information Practices Act, in its collection, storage, handling, and transmission of student data under this Agreement. Recipient shall not collect any information (whether by interview, questionnaire from students, parents or the public) in the name of the Regents, Puente or the Puente State Office, except as expressly provided for by Article IV or any other provision of this Agreement.

VII. PUBLICATION AND ACKNOWLEDGMENT OF PARTICIPATION IN THE REGENTS' PUENTE PROGRAM

The Recipient may publish results of its local Puente site activity provided that such publications (printed, visual, or sound) contain an acknowledgment of participation in the Puente program, administered by The Regents, and a statement that findings, conclusions, and recommendations are those of the author or Recipient personnel only and do not necessarily represent the view of The Regents and the Puente State Office. Two copies of all such publications must be furnished to the Puente Executive Director following publication. Such publications include sections of larger reports which describe Recipient activities.

VIII. USE OF PUENTE NAME

It is hereby recognized that the use of the term "Puente Project" is to apply only to programs that have been authorized by the Puente Executive Director. The Recipient must advise the Puente Executive Director or his designee of any planned proposals which solicit funds for the Puente program or any program which is modeled on Puente as soon as feasible.

Any public announcements using a press release must receive prior authorization from the Puente Executive Director or his designee.

Any publication produced by the Recipient which includes a description of Puente shall use *either* of the following descriptions, ad verbatim:

“The Puente Project is a national-award winning program that has helped tens of thousands of educationally disadvantaged students who enroll in four-year colleges and universities, earn degrees, and return to the community as leaders and mentors to

future generations. Begun in 1981, Puente combines accelerated instruction, intensive academic counseling, and mentoring by members of the community.”

“The Puente Project helps to prepare educationally disadvantaged students for college admission and success through its combination of accelerated instruction, intensive academic counseling, and mentoring by members of the community.”

If a more-in-depth description (for example, a brief history of the program, numbers of students and sites served, etc.) or if a deviation from this standard description is requested, the Recipient will contact the Puente State Office (510) 664-9190.

IX. INDEMNIFICATION

Recipient shall defend, indemnify, and hold Puente, The Regents, 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, loss, expense, attorneys’ fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Recipient, its officers, employees, or agents.

The Regents shall defend, indemnify, and hold Recipient, 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, loss, expense, attorneys’ fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of The Regents, its officers, employees, or agents.

X. INSURANCE

The Recipient at its sole cost and expense, shall insure its activities in connection with this Agreement and obtain, keep in force and maintain insurance as follows:

A. Commercial Form General Liability Insurance (contractual liability included) with limits as follows:

(a) Each Occurrence	\$1,000,000
(b) Products/Completed Operations Aggregate	\$3,000,000
(c) Personal and Advertising Injury	\$1,000,000
(d) General Aggregate	\$3,000,000

If the above insurance is written on a claims-made form, it shall continue for three (3) years following termination of this Agreement. The insurance shall have a retroactive date of placement prior to or coinciding with the effective date of this Agreement.

B. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit no less than one million (\$1,000,000) per occurrence if using automobiles in conducting research under this Agreement.

C. Workers’ Compensation as required under California State law.

D. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of The Regents and the Recipient against other insurable risks relating to performance of the agreement.

E. The coverages required under this Article shall not in any way limit the liability of the Recipient.

F. The coverages referred to under (1) and (2) of this Article shall name “The Regents of the University of California” as Additionally Insured. Such a provision, however, shall apply only in proportion to and to the extent of the negligent acts or omissions of Recipient, its officers, employees, and agents. A thirty (30)-day advance written notice (10 days for non-payment of premium) to The Regents of any modification, change or cancellation of any of the above insurance coverages is required.

XI. AFFIRMATIVE ACTION/NON-DISCRIMINATION

Recipient agrees that when applicable, the following are incorporated herein as though set forth in full: the non-discrimination and affirmative action clauses contained in Executive Order 11246, as amended, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations contained in Title 41, part 60-1.4 of the Code of Federal Regulations, as amended; the non-discrimination and affirmative action clause contained in Section 503 of the Rehabilitation Act of 1973, as amended, relative to the employment and advancement in

employment of qualified individual(s) with a disability without discrimination, and the implementing rules and regulations in Title 41, part 60-741.5 of the Code of Federal Regulations; the non-discrimination and affirmative action clause of the Vietnam Era Veterans Readjustment Assistance Act of 1974 relative to the employment and advancement in employment of qualified disabled veterans, recently separated veterans, Vietnam era veterans, veterans who served on active duty in the U.S. military, ground, naval or air service during a war or in a campaign or expedition for which a campaign badge has been authorized, and Armed Forces service medal veterans, without discrimination, and the implementing rules and regulations in Title 41, parts 60-250.5 and 60-300.5 of the Code of Federal Regulations; Title II of the Genetic Information Nondiscrimination Act of 2008 which prohibits employment discrimination based on genetic information (including family medical history); and the nondiscrimination clause required by California Government Code Section 12990(c) relative to equal employment opportunity for all persons without regard to race, religious creed, color, national origin, ancestry, physical or mental disability, medical condition (cancer-related or genetic characteristics), marital status, sex (including but not limited to pregnancy and gender identity), age, or sexual orientation, and the implementing rules and regulations of Title 2, Division 4, Chapter 5, Section 8107 of the California Code of Regulations.

XII. TERMINATION

Either party may terminate this Agreement in whole or in part without cause upon 30 days advance written notice to the other party. Unexpended advance payment balances must be returned to The Regents within 60 days of termination.

XIII. AMENDMENTS

All amendments or modifications to this Agreement shall be by mutual consent of the parties and shall be in writing.

XIV. PROJECT PERSONNEL AND OTHER INFORMATION

The following staff are the contacts to resolve any issues arising through activities conducted under this agreement.

The Regents'/Puente Contacts

Program Matters

Julia Vergara Director, Puente Comm College Programs (510) 664-9918 julia.vergara@berkeley.edu

Fiscal and Contractual Matters

Synta Bogan Financial Analyst, Puente Project (510) 664-9953 synta@berkeley.edu

Recipient Contacts (Please fill out contact information below.)

Program Matters

Name:	Title:	Email:
<u>Jocelyn Mouton</u>	<u>Dean of Counseling & Support Services</u>	<u>Jocelyn.Mouton@solano.edu</u>

Fiscal and Contractual Matters

Name:	Title:	Email:
<u>Gregory Brown</u>	<u>Vice President, Student Services</u>	<u>Gregory.Brown@solano.edu</u>

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

Authorized Representative for the Recipient

Authorized Representative for The Regents

Signature: _____ Date: _____ Signature: _____ Date: _____

Name: Celia Esposito-Noy Name: _____

Title: Superintendent-President Title: _____

RESPONSIBILITIES OF THE RECIPIENT

Recipient shall be responsible for the following:

A. Training and Field Trip Days

1. Recipient shall offer a two-semester sequence of courses consisting of an accelerated English course to include pre-transfer and college level English in the fall 2016 and English 1B (or its equivalent) in the spring 2017 for designated Puente students, who qualify using the English class assessment process for the Community College(s), and as outlined in the Puente *Community College Program Implementation Guidelines*.
2. Recipient shall provide services including teaching, counseling, and mentoring components to first-year Puente students, and counseling and follow-up services until the student transfers to a four-year college or leaves the Recipient.
3. Recipient agrees to release counselor(s) and instructor(s) to attend all required Puente training sessions and to take students on field trips to colleges and cultural events. New team members selected for Puente shall participate in the assigned Puente Summer Institute (PSI), a weeklong, residential, mandatory training in June 2016.
4. Recipient agrees to schedule each semester a Puente-linked Personal Development/Guidance (PD) or equivalent course taught by the Puente counselor.

B. Staffing

Recipient shall select and hire the following staff:

1. A full-time **Writing Instructor** whose schedule enables him or her to be a full team participant over at least a one-year period (accelerated English 1A, fall, and English 1B, spring, courses). The Writing Instructor shall be assigned to the Puente class and shall also receive reassigned time equal to a composition class for Puente co-ordination equal to 20% assignment.
2. A full-time **Counselor** assigned 50% to the Puente program and to include teaching Puente classes and 50% to general counseling. The 50% non-Puente assignment should not be for coordinating or managing another major program assignment, such as the transfer center.
3. **Clerical assistance** for Puente of at least 10 hours a week.

In order to assure that students receive continuity of program services, temporary, part-time, or hourly counselors or writing instructors will not be approved.

Teaching and counseling staff will be selected in consultation with Puente. This consultation process may include an on-site interview and/or classroom observation by Puente state or regional office staff. Recipient maintains final selection discretion.

Any changes in Recipient's teaching or counseling staff must be discussed in advance with the Puente Executive Director or his designee. Personnel changes or additions made without prior consultation may result in the Recipient paying for the cost of training the replacement staff. This cost is \$3000 per person.

Recipient shall consult with the Puente Community College Director or his designee if any additional staff (reading and math instructors, tutorial or mentoring personnel) will be working on the Puente project.

C. Office and Administrative Support

Recipient shall provide office and administrative support in accordance with the following:

1. Recipient shall contribute, from its own resources, annual program- operating costs of at least \$5,000 for student field trips, trips to universities, participation in the annual student motivational conference, mentor, academic and cultural activities, food, office supplies, books and curriculum materials.
2. Recipient is responsible for providing office space or the counselor, including access to a computer terminal for scheduling and counseling students. Office and equipment shall be provided by the beginning of the first day of instruction of 2016.
3. Recipient agrees to provide office space and access to a computer terminal for clerical assistance. Office and equipment shall be provided by the first day of instruction of 2016.
4. Recipient is responsible for providing access to long distance and fax telephone and email services for the counselor, instructor, and person(s) providing clerical assistance to support the Puente program.
5. Recipient shall provide direct administrative oversight of the Puente administrative/program operational funds, and agrees to provide to the Puente on-site team access and authority to spend stated funds. The Recipient share of the Puente operating costs shall be in place by September 15, 2016.

D. Reporting Requirements

Recipient shall submit reports as specified by The Regents' Puente Office as described in Articles V and VI of this Agreement.

RESPONSIBILITIES OF PUENTE

Puente shall be responsible for the following:

A. Training

Puente will provide the following staff development programs at no cost to Recipient:

1. Puente Summer Institute: Initial mandatory training (weeklong, residential) for new counselors and writing instructors selected to participate in Puente. Training program will include instruction on improving student writing, incorporating literature focusing on the Mexican American and Latino experience, as well as other multicultural literature; effective counseling strategies; incorporating mentoring into the curriculum; working as a team to establish and implement the program; and program accountability.
2. Ongoing training for instructors, counselors and mentor coordinators (where applicable) participating in Puente, consisting of at least two regional or statewide training sessions and area network meetings annually as needed.
3. Ongoing support and resources for training.
4. Ongoing support provided by Puente regional or state office staff through site visitations, telephone, fax and email consultations.
5. Instructor and counselor resource materials and mentor recruitment materials.

B. Assessment

Puente will provide ongoing program assessment, including student outcome data analysis, statewide and local site assessment, data collection and reports, provided that the site teams and district office deliver student data.

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

TO: **Members of the Governing Board**

SUBJECT: **DEPARTMENT OF COMMERCE ECONOMIC
DEVELOPMENT AGENCY OFFICE OF INNOVATION
AND ENTREPRENEURSHIP GRANT**

REQUESTED ACTION:

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

SUMMARY:

As part of the Chancellor’s Office Small Business Sector Navigator grant that Solano College hosts, the Small Business Sector Navigator proposes that Solano College submit an application for a \$500,000 Department of Commerce Economic Development Agency (EDA) Office of Innovation and Entrepreneurship Regional Innovation Strategies (RIS) grant. The purpose of the three year grant project will be to open up opportunities for community colleges in the region to become drivers of entrepreneurship and innovation by leveraging and enhancing the \$17 million in recently released InnovationMaker3 funding from the California Community Colleges Chancellor’s Office for pilot Makerspace projects at community colleges. Specifically, this proposed grant project would add entrepreneurship components to makerspaces in the Bay Area/Greater Sacramento mega-region.

STUDENT SUCCESS IMPACT:

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

<i>Ed. Code: 88530-88532</i>	<i>Board Policy: 3520</i>	<i>Estimated Fiscal Impact: \$500,000 Revenue</i>
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SUPERINTENDENT’S RECOMMENDATION: **APPROVAL** **DISAPPROVAL**
 NOT REQUIRED **TABLE**

Charles Eason, Small Business Sector Navigator

PRESENTER’S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 863-7846

TELEPHONE NUMBER

Dr. Leslie Minor
Vice President, Academic Affairs

VICE PRESIDENT APPROVAL

June 3, 2016

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

June 3, 2016

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: **Members of the Governing Board**

SUBJECT: **DEPARTMENT OF COMMERCE ECONOMIC
DEVELOPMENT AGENCY OFFICE OF INNOVATION
AND ENTREPRENEURSHIP GRANT**

REQUESTED ACTION:

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

SUMMARY:

CONTINUED FROM PREVIOUS PAGE:

The Chancellor's Office InnovationMaker3 funds are proposed as match for the grant. Solano College is located in the middle of the mega-region and would be the lead applicant. Attached is a copy of the EDA grant announcement, InnovationMaker3 RFA, and draft project narrative.

Project Narrative

A. Description of Project Region, Location, and Impact

The primary service area for this EDA Office of Innovation and Entrepreneurship (OIE) Regional Innovation Strategies (RIS) project will be the Northern California Megaregion made up of the Bay Area and Greater Sacramento Area, one of the 11 megaregions of the United States (Figure 1).

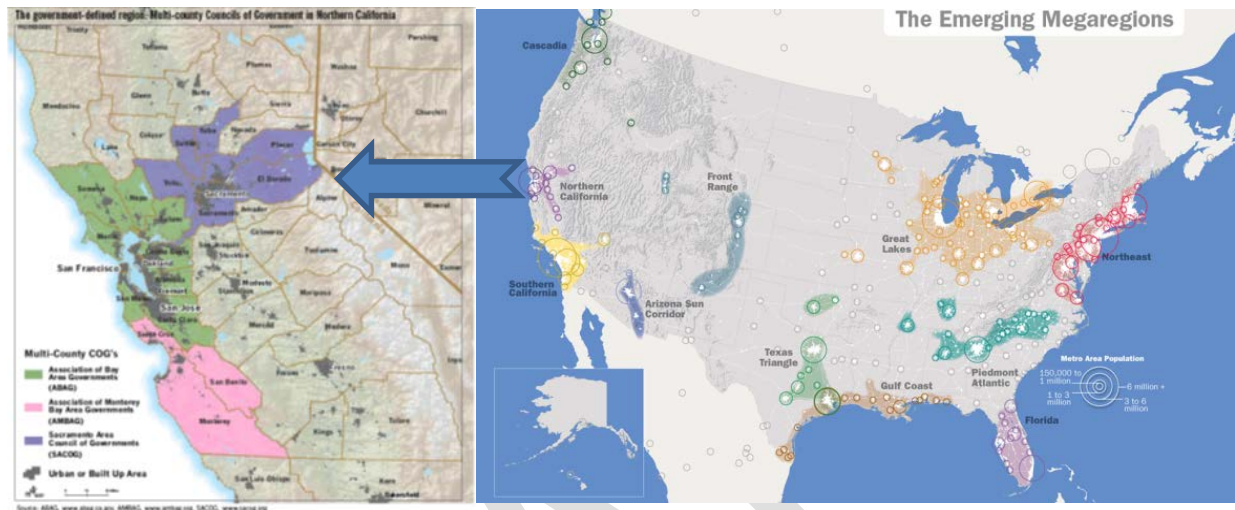


Figure 1. Northern California Mega-region

The California Community Colleges is the largest system of higher education in the nation, with 2.1 million students attending 113 colleges. In 2013, the California Community Colleges Economic and Workforce Development Division adopted the “Doing What Matters for Jobs and the Economy” Initiative which implemented a regional and sector based approach to delivery of economic development programs. Ten statewide Sectors were identified with a statewide Sector Navigator to lead each of the sectors. There are seven macro regions within the state which have Sector Based Regional Deputy Sector Navigators serving each region (Figure 2). Each of the macro regions also has a Regional Consortia to coordinate the Doing What Matters programs within the respective regions. All seven of the regions identified emerging and priority sectors for their respective regions.

The Northern California Mega-region encompasses two of the California Community College macro regions (Bay Area and Greater Sacramento Region). The Bay Area Community College Consortia (BACCC) which is comprised of 28 colleges is the regional lead for the Bay Area (Figure 3) and the North Region Consortia which is comprised of 8 colleges is the regional lead for the Greater Sacramento Region (Figure 4). Solano College, the lead applicant for this grant project and host for the statewide Small Business Sector Navigator grant, is located in the geographic middle of the macro-region.

The Bay Area and Greater Sacramento region is rich in assets related in innovation and entrepreneurship such as UC Berkeley, UC Davis, UC San Francisco, UC Santa Cruz, CSU Sacramento, CSU Hayward, San Jose State, Stanford, Lawrence Berkeley National Laboratory, Lawrence Livermore National Laboratory, Sandia National Laboratory, SBDC Tech Futures Group and numerous incubators and accelerators. At UC Davis on May 3, Valley Vision, a regional leadership organization funded by governments of all sizes and types, utilities, universities, local and state foundations, local businesses, and other nonprofits presented the Capital Region overall action plan recommendations. To quote the plan, one of the needs and gaps identified was around the, “**Makerspace Movement** – Non-traditional learning spaces needed

to foster creativity, access regional resources, create maker networks, and promote innovation.” One of the Valley Vision Cluster Specific Actions Plans identified to address this need or gap was “Make the Capital Region a national center for the **maker space** movement, expanding development of maker spaces and other non-traditional technical education centers through education/employer/community partnerships and investments” (see attached letter of support from Valley Vision for this grant project).



Figure 2. Seven Macro Regions for California Community College System



Figure 3. Colleges in Bay Area Region



Figure 4. Colleges in Greater Sacramento Region

Below is a list of the counties that will be served under this Regional Innovation Strategies (RIS) grant:

<u>Bay Area Counties</u>	<u>FIPS Code</u>	<u>Greater Sacramento Area Counties</u>	<u>FIPS Code</u>
Alameda	06001	El Dorado	06017
Contra Costa	06013	Placer	06061
Marin	06041	Sacramento	06067
Napa	06055	Sutter	06101
San Francisco	06075	Yolo	06113
San Mateo	06081	Yuba	06115
Santa Clara	06085		
Solano	06095		

B. Description of Proposed Project

While the proposed Regional Innovation Strategies (RIS) project has a broad area in terms of geography with the Northern California Mega-region composed of the Bay Area and Greater Sacramento Region, the proposed scope of activities is narrow and will be focused on the following overall purpose:

The purpose of the project will be to open up opportunities for community colleges in the region to become drivers of entrepreneurship and innovation by leveraging and enhancing the \$17 million in recently released INNOVATIONMAKER3 funding from the California Community Colleges Chancellor's Office for pilot Makerspace projects at community colleges.

In accomplishing the above purpose, activities will be developed around the following two focuses:

1. Fostering innovation and entrepreneurship that originates from **within** the community college system (e.g. businesses started by faculty or students from ideas that originate out of the makerspaces funded by the INNOVATION3 project).
2. Fostering innovation and entrepreneurship that originates **outside** of the community college system (e.g. community college makerspace resources could provide support services such as digital design, 3D printing of prototypes, access to student interns to for research and development companies that originate out of four year research universities in the region).

The original impetus for this grant application came out of an experience related to focus area 2 above. In 2005-2007, Charles Eason, Project Director for this proposed project, secured \$640,000 in R&D funding through a National Science Foundation (NSF) Small Business Technology Transfer (STTR) Phase I and Phase II grant to develop a rapid prototyping technology that was originated out of the University of Utah. Companies that secure Small Business Innovation and Research (SBIR) or Small Business Technology Transfer (STTR) funding have opportunities to apply for supplemental funding opportunities such as hiring teachers or faculty over the summer to work with the company or the Phase II-CC program designed to foster partnerships between SBIR/STTR research teams and community colleges.

Under the Phase II-CC program, the Community College research team must consist of at least one community college faculty member and at least one community college student. Mr. Eason was able to secure a \$40,000 Phase II-CC award for his STTR project and subcontracted with Napa Valley Community College to have students from the Digital Design Department do all of the Computer Aided Design (CAD) modeling and 3D printing of prototypes for the STTR Phase II project. This experience sparked the idea for this RIS grant as a way to bring community colleges into the innovation ecosystem.

As mentioned earlier, the Bay Area and Greater Sacramento Region is rich with assets related to innovation and entrepreneurship. However, regional innovation and entrepreneurial ecosystems has traditionally been the realm of four year research universities and not the community college system. This grant project will address the economic gap created by the community college's lack of participation in the regional innovation ecosystem. The California Community Colleges Chancellor's Office (CCCCO) Doing What Matters for Jobs and the Economy (DWM) framework recognized the importance of STEM/STEAM to the creative economies of the state. In partnership with the California Council for Science and Technology (CCST), the CCCCCO Workforce & Economic Development Division commissioned a white paper to inform how community colleges can better connect into the Maker movement to complement the student learning environment in ways that foster the 4Cs – critical thinking, creativity, collaboration and communications.

Community colleges can use the establishment of a Makerspace as a means to position themselves as a key stakeholder in their region’s innovation economy. By developing relationships with industry and research laboratories, the CC-makerspaces could establish opportunities, such as resource-sharing agreements and internship programs, for users beyond the CC network. “Making” offers complementary learning environments to the traditional classroom and helps participants develop skills that differ from those developed in traditional student projects and learn-by-doing classes. The spaces housing these activities are called makerspaces, also sometimes referred to as hackerspaces, hacker labs or fab labs. Broadly, they are all interdisciplinary, participatory, peer-supported learning environments where people can design and invent among a community of other makers.¹

The purpose of this grant project will be to add entrepreneurship/commercialization components to the community college makerspaces that will be funded under the \$17 million InnovationMaker3 project by the California Community College Chancellor’s Office. Entrepreneurial components are important since the maker ecosystem can span from idea to proof of concept to commercialization (Figure 5).

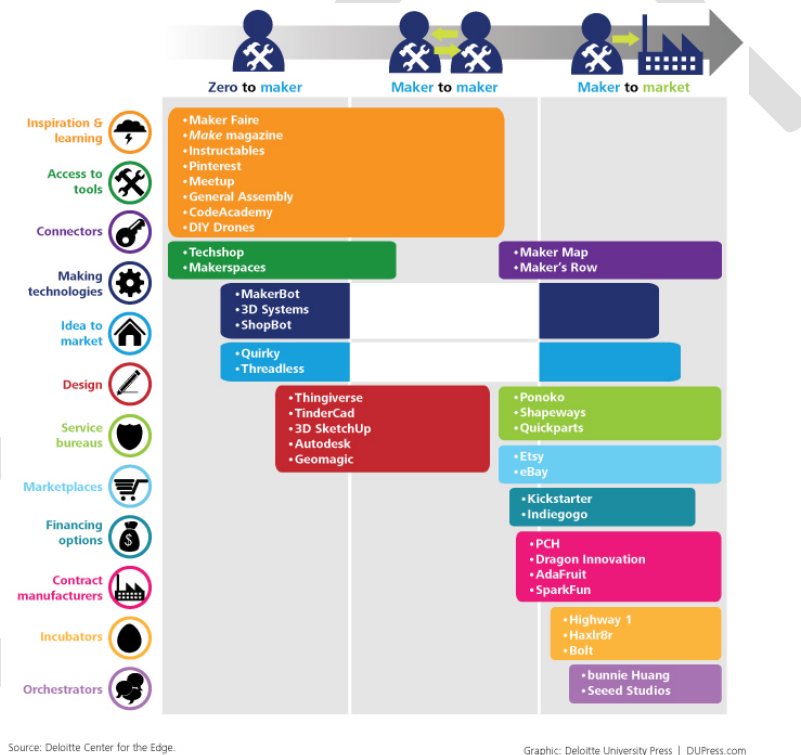


Figure 5. Representative Players in Maker Ecosystem

The White House Office of Science and Technology Policy (OSTP) made a Maker Education Initiative part of its agenda for improving Science, Technology, Engineering, and Math (STEM) education. A significant boost was given to the Maker Movement when the White House held its first Maker Faire in 2014 (Executive Office of the President, 2014). There is a clear intersection between maker spaces and entrepreneurship. Many makerspaces incorporate entrepreneurship components into their

¹ White Paper on “Promoting Engagement of the California Community Colleges with the Maker Movement,” Prepared by the California Council on Science and Technology for the California Community Colleges’ Chancellors Office Doing What MATTERS for Jobs and Economy Framework

makerspaces. For example, The Hacker Lab in Sacramento offers a variety of entrepreneurial training and has formed a partnership with Sierra College to open a second location at their Rocklin campus.

Scope of Work

Innovation Activities:

- Fund two (2) CCCCO InnovationMaker3 catalytic grants for community college makerspaces.
- Conduct annual Ice House Entrepreneurship Program trainings based on the entrepreneurial mindset and lean canvas approach through the community college makerspaces in the region.
- Deliver annual Small Business Innovation and Research (SBIR) and Small Business Technology Transfer (STTR) Overview workshops through the Norcal SBDC Tech Futures Group (TFG) to educate project participants on the \$3 billion available each year for small business R&D efforts.
- Provide technical assistance (one-on-one counseling) on SBIR/STTR and commercialization through the Northern California Small Business Development Center Tech Futures Group.

Entrepreneurship Activities:

- Conduct annual Kauffman FastTrac® Planning the Entrepreneurial Venture™ courses through the community college makerspaces in the region targeting businesses in the programs that may not be technology based. Training will also include one-on-one counseling through the SBDC.
- Conduct annual Kauffman FastTrac® TechVenture™ courses through the community college makerspaces in the region targeting businesses that are technology based. Training will also include one-on-one counseling through the Norcal SBDC Tech Futures Group (TFG).
- Integrate incubator/co-working space into the Solano Community College makerspace.
- Conduct an annual Pitch Competition for entrepreneurs associated with the makerspaces.
- Provide InnovationMaker3 funded regional seminar series on ‘for-benefit entrepreneurship’.

Regional Connectivity Activities:

- Host monthly community-of-practice meetings through the CCCCO InnovationMaker3 network to expand makerspace networks, exchange ideas, and share best practices.
- Host open house/showcase days at each of the community college makerspaces in the region.
- Promote the Community College Foundation LaunchPath work-based learning internship matching program through the community college makerspaces and project stakeholders.
- Provide technical assistance to connect community colleges with UCs/CSUs/National Labs.
- Promote SBIR Phase II-CC types of partnerships opportunities with community colleges to the estimated 50 companies receiving Phase II SBIR/STTR awards in the region each year.
- Conduct an annual makerspace entrepreneurship symposium to convene regional stakeholders to share project progress, reinforce relationships, and ensure a robust support network.

Commercialization of Research Activities:

- Provide emerging trends seminar series in collaboration with the California Council on Science & Technology through the InnovationMaker3 Technical Assistance Provider.
- Promote and provide digital design and rapid prototyping services through the community college makerspaces to R&D companies spinning out of four-year research universities and labs.
- Provide access to Entrepreneurs-in-Residence and business advisors through the Northern California SBDC Tech Futures Group (TFG) to assist with commercialization of innovations.
- Set up a mentor network of “been there, done that” entrepreneurs that have experience with SBIR/STTR Phase I, Phase II, and Phase III commercialization.
- Conduct crowdfunding courses through each of the community college makerspaces to educate entrepreneurs on a possible funding source to move from prototype to commercialization.

- Host a mini-booth at the annual Global Crowd Funding Convention to provide the finalists of the annual makerspace pitch competitions an opportunity to pitch to a live audience.

Role of Applicants

California Community College Small Business Sector (hosted by Solano Community College) Role

Solano Community College as host for the California Community College Small Business Sector Navigator grant will be the lead applicant on the project and oversee delivery of all services listed on the scope of work. The Small Business Sector Navigator along with the three Deputy Sector Navigators representing the Bay Area and Greater Sacramento Region will work with community college based makerspaces to deliver the entrepreneurial/commercialization components of the makerspaces and also coordinate the linkages with the innovation ecosystem in the region (research universities, federal research labs, industry partners, economic development partners, accelerators, incubators, co-working spaces, etc.).

Solano will also employ a Grant Project Programs Coordinator to work with the Sector Navigator and Deputy Sector Navigators to coordinate the integration of innovation and entrepreneurship related components at each of the community college based makerspaces in the region. This will include the following technical assistance and training programs:

Ice House Entrepreneur Program – This is a nationally recognized program developed by the Entrepreneurial Learning Initiative (ELI) that covers concepts around the entrepreneurial mindset and the lean model canvas. The Ice House Entrepreneurship Program (Small Business Edition) is an experiential, problem-based learning program designed to expose participants to the fundamental aspects of an entrepreneurial mindset. Core concepts covered include the following:

Lesson 1: Power of Choice - The ability to choose is fundamental to an entrepreneurial mindset, empowering participants to create the life they imagine.

Lesson 2: Recognizing Opportunity - An entrepreneurial mindset sees problems as potential opportunities, recognizing that solving problems for others is the key to small business success.

Lesson 3: Ideas into Action - An entrepreneurial mindset is action oriented, testing ideas in the real-world before making large scale investments of time, effort, and money.

Lesson 4: Pursuit of Knowledge - An entrepreneurial mindset ignites curiosity and encourages the self-directed pursuit of knowledge through formal and informal methods.

Lesson 5: Creating Wealth - An entrepreneurial mindset is resourceful, leveraging limited resources to achieve goals.

Lesson 6: Building your Brand - An entrepreneurial mindset builds a brand where actions speak louder than words and following through on simple solutions leads to unforeseen opportunities.

Lesson 7: Creating Community - An entrepreneurial mindset understands the power of creating a network of experienced entrepreneurs who can provide critical guidance and support.

Each lesson contains video case studies featuring a variety of entrepreneurs who share their knowledge and experience, thus reinforcing the practical application of the core concepts.

Participants are then immersed in real-world entrepreneurial experiences that enable them to develop and hone entrepreneurial attitudes and skills.

Kauffman FastTrac® Planning the Entrepreneurial Venture™ course – A semester-long, blended learning course will be offered to startups originating in the community college based makerspaces to provide the foundational knowledge they need to successfully launch a business.

Kauffman FastTrac® TechVenture™ course – A flexible, 30-hour course with a proven framework to help aspiring entrepreneurs successfully launch technology and science based businesses. Certified FastTrac Affiliates will teach the courses in an interactive, group-oriented environment where participants are encouraged to network with one another to grow their business ideas into the next great technological and scientific innovations. In the FastTrac TechVenture course, participants:

- Explore issues specific to technology- and science-based markets
- Analyze industry, size and segmentation
- Develop strategies for market research
- Test their business' products/services, customer base, financial and technological viability
- Formulate market penetration plans
- Prepare financial statements, forecasts, and ratios
- Create organization and compensation plans to help recruit and retain top talent
- Learn how to value their businesses, raise money, and protect their intellectual property
- Identify administrative policies to control business operations

Solano College will provide select technology companies served by this grant with access to physical space in an integrated makerspace/business incubator/co-working space located in the business park next to the Solano College campus. Located exactly half-way between UC Berkeley and UC Davis and in the center of the Bay Area/Sacramento Region mega-region, the makerspace/incubator/co-working space will offer a lower cost space than what would be found near the universities while still maintaining proximity to research university resources and assets.

Northern California & North Eastern California Small Business Development Center (SBDC) Roles

Tech Futures Group (TFG) will provide technical assistance (one-on-one counseling) and training to the technology based businesses associated with the InnovationMaker 3 makerspaces. Each technology business will be paired with an Entrepreneur-in-Residence ("EIR") who can also provide access to a team of specialist advisors that can provide assistance in the following areas:

- **Go-To-Market Strategy** - Business plan optimization, product positioning and management, business development and sales, early customer engagement, market entry and expansion, and fundraising presentation development and pitch coaching.
- **Commercialization & Fundraising** - Fundraising strategy, channel and strategic partnership, joint ventures and strategic alliances, private equity and financing, and pivoting.
- **IP Strategy** - Advice on IP strategy, disclosure, marketing, patent and trademark prosecution, technology transactions, and tech transfer.
- **Financial Projections** - Financial statement preparation and cash flow modeling.
- **SBIR/STTR Grants** - Assistance in applying for Small Business Innovation Research (SBIR) and Small Business Technology Transfer (STTR) federal grants. A SBIR/STTR Mentor network will also be set up to provide access to experienced SBIR/STTR companies.

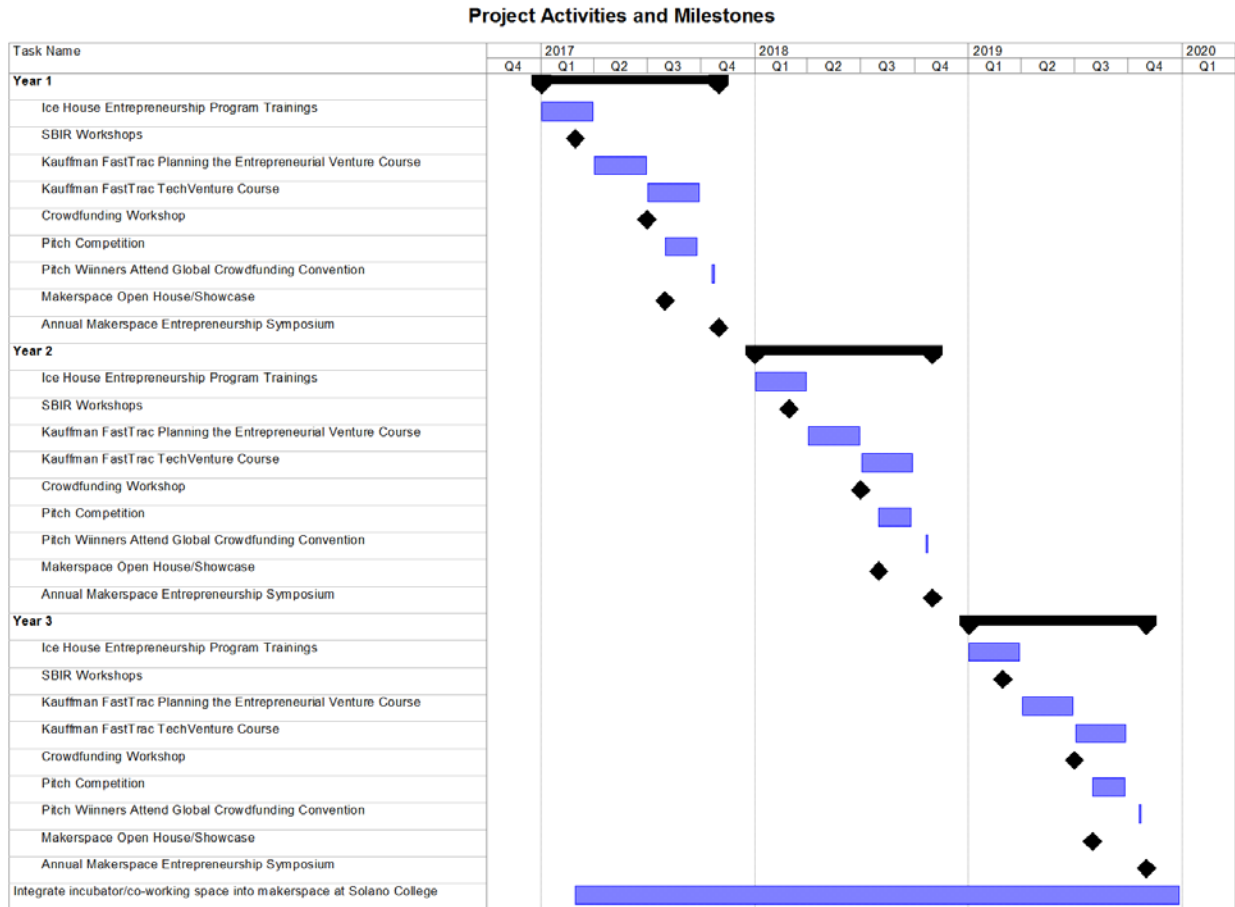
Business going through the Kauffman FastTrac® TechVenture™ courses will be assigned a TFG Business Advisor to work with them one-on-one as they go through the trainings.

The Solano College SBDC will provide entrepreneurial training and counseling to the startup businesses at the makerspaces hosted at the Solano makerspace/incubator/co-working space. Solano will also oversee the development and delivery of the crowdfunding workshops proposed for this grant effort.

The Capital Region SBDC will provide entrepreneurial training and counseling to the startup businesses at the makerspaces hosted by Los Rios Community College District, Sierra College, and Yuba Community College District.

Businesses going through the Ice House Entrepreneurship Training Program and the Kauffman FastTrac® Planning the Entrepreneurial Venture™ courses through the makerspaces will be assigned a SBDC Business Advisors from the nearest SBDC in the region to work with them one-on-one as they go through the trainings.

Key Milestones



Sustainability

The Ice House Entrepreneurship Program, Kauffman Fast Trac® Planning the Entrepreneurial Venture™, and Kauffman FastTrac® TechVenture™ training programs will initially be offered as not-for-credit courses. All three of these courses have been offered as credit classes in other states. The plan is to transition to offering them as either non-credit or for-credit courses which would receive state apportionment funds to cover the cost of offering the courses. For-credit courses receive approximately \$5,000 per Full Time Equivalent (FTE) student. There is a special category of non-credit in California called enhanced non-credit or Career Development and College Preparation (CDCP) that also qualifies for the full \$5,000 per FTE apportionment. Students do not receive grades or credit and must take a two course sequence leading to Career Development or College Preparation. Self-employment courses qualify under this special category of enhanced non-credit.

Sustainability for the technical assistance (one-on-one component) of the project is a little more challenging since the SBDCs that will be providing the technical assistance require that their SBA funds be matched one-to-one. Once these grant funds expire, a replacement source of matching funds will need to be identified. Potential candidates include the Governor's Office for Business Go-Biz which is currently providing \$2 million in matching funds statewide or local jurisdictions in the region.

For the physical makerspace/incubator/co-working space hosted by Solano College, once the makerspace/incubator/co-working space reaches 16,000 s.f. of leased space, projected revenues will be sufficient to cover the 1,800 s.f. in administrative and common space initially covered by the grant.

Key Personnel

Charles Eason (Grant Project Director) – Mr. Eason is currently the Small Business Sector Navigator under a grant from the California Community Colleges Economic and Workforce Development Program hosted by Solano College. Prior to assuming this position, Charles was the Director of the Solano College Small Business Development Center. He also currently serves as the Small Business Innovation and Research (SBIR) and Small Business Technology Transfer (STTR) specialist for the Northern California SBDC Tech Futures Group. He has direct experience with SBIR/STTR through his company OPTEMA Development Corporation which developed a rapid prototyping technology with funding through a National Science Foundation STTR Phase I, Phase II, and Phase IICC grant. Before moving to Northern California, Charles worked for the Inland Empire Small Business Development Center as Manager of the Inland Empire Business Incubator. Charles also worked in the defense industry as a systems engineer for TRW's Ballistic Missile Program. He earned a B.S. in Engineering Sciences from the University of California, San Diego and an MBA from California State University, San Bernardino.

Kelly Penwell (Tentative) – Ms. Penwell is currently the Associate Dean Workforce Development and Continuing Education and oversees the Solano College Small Business Development Center (SBDC).

Alex Kramer (Grant Bay Area Makerspace Coordinator)- Mr. Kramer is the Small Business Deputy Sector Navigator for Bay Area San Francisco Region. Prior to his role as Small Business DSN, Alex served as director of the Business & Entrepreneurship Center (BEC) at Cabrillo College, and coordinated the Youth Entrepreneurship Program (YEP), a regional initiative of the Northern California SBDC network. Mr. Kramer graduated from Humboldt State University with a B.S. in Marketing & Public Relations

Indria Gillespie (Grant Sacramento Area Makerspace Coordinator) – Ms. Gillespie is the Small Business Deputy Sector Navigator for Greater Sacramento Region.

Insert bio

Molly Stuart (Grant North Bay/East Bay Makerspace Coordinator)– Ms. Stuart is the Small Business Deputy Sector Navigator for North Bay/East Bay Region.

Ms. Stuart has been on the faculty of the University of the Pacific, McGeorge School of Law, and has taught professional communication and law for high school seniors, community college, at the University, in Executive Leadership Programs, and for corporate training. Ms. Stuart has a BA in Psychology from the University of California, Davis and a law degree from the University of the Pacific.

Gerry Baranano (Tech Futures Group Director) – Mr. Baranano is the Director of the Northern California SBDC Tech Futures Group. Gerry was Vice President of Marketing and Sales for companies ranging in size from Fortune 100 to startups and was instrumental in positioning and closing the sale of Xros, a telecommunications startup for \$2.2 billion. Gerry brings a comprehensive understanding of all the elements necessary to start a successful technology company from his experience as founder and CEO of several startup companies. He has hands-on experience in launching products and services in the telecommunications, computer manufacturing, software, hardware, and green/clean tech industries. Gerry earned a B.A. from Yale University and an MBA from the Stanford Graduate School of Business.

Scot Leslie (tentative) – Mr. Leslie is the Director of the Capital Region SBDC. (Tentative: Need to confirm the North Eastern CA SBDC as potential subcontractors on this project)

Insert Bio

C. Anticipated Project Impacts

Since the maker movement is fairly new, there is not a lot of third party data on economic impacts resulting from makerspaces. Below is an estimate of the economic impact for this project:

<u>Output Measures</u>	<u>End of Grant</u>	<u>2 Yrs After</u>	<u>5 Yrs After</u>
Number of showcase events at maker spaces	3 per year	3 per year	3 per year
Small Business Innovation Research (SBIR) Phase I	15	25	40
Small Business Innovation Research (SBIR) Phase II	5	8	12
Number of technologies licensed or commercialized	20	40	60
Business Startups	30	60	80
Number of new products launched by participants	25	45	70
Dollar amount of Equity Investments	\$5 Million	\$8 Million	\$11 Million
Jobs Created	100	180	250

The majority of the above outcome measures will be tracked through the Small Business Development Centers (SBDC) partners on the project through a client activity tracking system called Neoserra which tracks training and counseling sessions by client and any economic impact resulting from assistance such as business startups, jobs created, increased sales, SBIR awards, equity infusions, and loans secured.

For education related outcome measures, the California Community Colleges recently developed a system called LaunchBoard to provide data on the effectiveness of career and technical education (CTE) programs. Metrics can be tracked by Taxonomy of Program (TOP) codes to measure student progress and outcomes. For example, there is a TOP code for “Small Business and Entrepreneurship” programs. LaunchBoard can access labor market data and student progress data such as the Salary Surfer system which shows student wages before and after completing training programs.

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: MEMORANDUM OF UNDERSTANDING BETWEEN
BENICIA UNIFIED SCHOOL DISTRICT AND SOLANO
COMMUNITY COLLEGE DISTRICT

REQUESTED ACTION:

- Information OR Approval
 Consent OR Non-Consent

SUMMARY:

A Memorandum of Understanding between Solano Community College District and Benicia Unified School District for educational services is being presented to the Governing Board for a first reading.

SCCD will provide for college credit Automotive classes to Benicia High School in compliance with AB 288.

(Continued on Page 2)

STUDENT SUCCESS IMPACT:

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

Ed. Code: 78021 Board Policy: 3520 Estimated Fiscal Impact: \$29,700.00

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Maire Morinec, Dean Applied Science & Business &
Kelly Penwell, Associate Dean
Workforce Development

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-863-7808

TELEPHONE NUMBER

Leslie Minor, Ph.D.

VICE PRESIDENT APPROVAL

June 3, 2016

DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT

CELIA ESPOSITO-NOY, Ph.D.
Superintendent-President

June 3, 2016

DATE APPROVED BY
SUPERINTENDENT-PRESIDENT

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

SUMMARY:

Continued:

The District will teach, develop, and deliver classes. Training will take place in Fall 2016 with specific dates TBD. Instruction/training will be delivered at Benicia High School by SCCD faculty.

Benicia Joint Unified School District (“BUSD”) is a California K-12 public school district located in Benicia, CA, in Solano County.

Solano Community College District (“SCCD”) is a California Community College District located in Solano County, CA. SCCD governs and operates Solano Community College (“SCC”), located at 4000 Suisun Valley Road, Fairfield, CA 94534 (Main campus) for the benefit of Solano County students and parts of Solano County, including Benicia.

BUSD and SCCD believe that collaborating to provide BHS students and members of the general public important additional opportunities to successfully complete college course work at the BHS campus improves access to courses and programs, which will better prepare students for college, advance their education and help them meet career goals.

SCCD and BUSD have mutually agreed to offer a for college credit automotive program, taught by SCC faculty on the BHS campus.

Both BUSD and SCCD mutually pledge their commitment to collaboratively develop a work group to plan the courses and programs on the BHS campus.

BUSD grants to SCCD a non-exclusive license to use the facilities on such days and during such times as courses are being taught by SCC faculty/staff at BHS. Use of the facilities by SCC shall be rent-free and free of utility costs to SCCD. All janitorial, maintenance and repair of the affected facilities are the sole responsibility of BUSD.

This MOU will take effect beginning on July 21, 2016 and expire on the last day of spring semester 2017. At that time, this MOU may be extended by mutual agreement of the parties.

Additional terms and conditions are included on the MOU.

A copy of the MOU is available in the Office of the Superintendent-President, the Office of the Vice President of Finance and Administration, and in the Office of Workforce Development. Approval is requested at this time.

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE SOLANO COMMUNITY COLLEGE DISTRICT
AND BENICIA UNIFIED SCHOOL DISTRICT
FOR
COLLABORATIVE EDUCATIONAL OPPORTUNITIES**

This Memorandum of Understanding (MOU) is made between the Solano Community College District ("SCCD") and the Benicia Unified School District ("BUSD"). SCCD and BUSD agree as follows:

RECITALS:

- A. Benicia Joint Unified School District ("BUSD") is a California K-12 public school district located in Benicia, CA, in Solano County. BUSD governs and operates Benicia High School ("BHS" also known as Benicia Joint Union High School) located at,1101 Military West Benicia, CA 94510 for the benefit of Benicia area students;
- B. Solano Community College District ("SCCD") is a California Community College District located in Solano County, CA. SCCD governs and operates Solano Community College ("SCC"), located at 4000 Suisun Valley Road, Fairfield, CA 94534 (Main campus) for the benefit of Solano County students and parts of Solano County, including Benicia;.
- C. BUSD and SCCD believe that collaborating to provide BHS students and members of the general public important additional opportunities to successfully complete college course work at the BHS campus improves access to courses and programs, which will better prepare students for college, advance their education and help them meet career goals.
- D. SCCD and BUSD have mutually agreed to offer a for college credit automotive program, taught by SCC faculty on the BHS campus.

NOW THEREFORE, both BUSD and SCCD agree as follows:

- 1. Both BUSD and SCCD mutually pledge their commitment to collaboratively develop a work group to plan the courses and programs on the BHS campus. The initial offering will be
- 2. BUSD grants to SCCD a non-exclusive license to use the facilities on such days and during such times as courses are being taught by SCC faculty/staff at BHS. Use of the facilities by SCC shall be rent-free and free of utility costs to SCCD. All janitorial, maintenance and repair of the affected facilities are the sole responsibility of BUSD.
- 3. This MOU will take effect beginning on June 16, 2016 and expire on the last day of spring semester 2017. At that time, this MOU may be extended by mutual agreement of the parties.
- 4. During the term of this agreement, the courses and programs offered at BHS will be planned by the joint work group selected and scheduled by mutual agreement of the parties, and communicated in a timely fashion to SCC administrators in charge of the courses and programs, and considering the following:
 - (a) The courses/subjects and programs of study to be offered by SCC at BHS;
 - (b) Courses and programs available to BHS students and the general public of the Benicia area;

- (c) The SCC faculty/staff available and qualified to teach selected courses;
- (d) The days and times that each course will be offered;
- (e) The particular BHS community classroom facilities to be used by SCC faculty/staff to teach each course;
- (f) Special equipment (such as computers, projectors, etc.) needed by each course. The cost to install and maintain equipment will be solely borne by the BUSD.

Notwithstanding the foregoing, SCCD and its faculty/staff retain sole control over course content, course rigor, course pre-requisites/ advisories, course attributes, class size, textbooks/instructional materials used, teaching/teaching methods, examination, and grading as well as selection, assignment, supervision and evaluation of the faculty for the courses.

SCCD will be responsible for selecting faculty to teach classes held at the BUSD facilities. Faculty will meet the minimum qualifications required by SCC Governing Board Policy 4005. Current SCCD faculty will have first priority in teaching classes at BUSD facilities. If current SCCD faculty are not available to teach the requested classes, BUSD staff who meet the minimum qualifications and follow hiring procedures as outlined in SCC Governing Board Policy 4005 will be considered for employment.

5. Courses will be open to BHS students enrolled at SCC under the SCC K-12 Special Admissions Program ("Special Admission Students") and under AB288 legislation.
6. SCCD represents and agrees that courses shall be tuition-free to currently-enrolled BHS students who are also enrolled at SCC as Special Admission Students.
8. BHS students in grades 9-12, subject to approval by the BHS Principal in his/her sole discretion, may enroll as Special Admissions Students at SCC and register for courses. To enroll as a SCC Special Admissions Student and register for one or more courses, that student must:
 - (a) Be approved by the BHS Principal, in his/her sole discretion, as eligible and qualified to enroll as an SCC Special Admissions Student;
 - (b) Complete a SCC Special Admissions Form;
 - (c) Complete an application for enrollment at SCC;
 - (d) Complete the SCC Orientation;
 - (e) Develop an educational plan.
 - (f) Pay all administrative fees to SCC (other than tuition);
 - (g) Timely and correctly complete the course enrollment processes.
9. Courses will each be limited in size to the maximum stated in the Course Outline of Record for each course. Moreover, SCCD and its administration in their sole discretion, may cancel a course for lack of sufficient enrollment in accordance with the provisions of the collective bargaining agreement between SCC and the Solano College Faculty Association, CCA/CTA/NEA.
10. Benicia Unified School District agrees to provide SCCD faculty, staff and administration with copies of BHS rules and regulations. SCCD agrees that all SCC faculty/staff and students must abide by BUSD and BHS rules and regulations. Should any SCC student fail to abide by BUSD and/or BHS

rules and regulations, then BUSD may, in its sole discretion, take disciplinary action against the student, including but not limited to barring such student from further participation in Courses or programs at BHS. Such violations by SCC faculty or staff will be referred to the SCC administration for investigation and any resulting discipline.

11. Benicia Unified School District agrees to provide staff who will be present on-site during the duration of the SCC class held on the BUSD facilities. The staff will remain at the BUSD facilities until all BUSD students have left the BUSD facilities. SCCD and SCC faculty will not be responsible for the well-being of BUSD students at times outside of the scheduled SCC class at BUSD facilities.
12. In addition to offering courses per this MOU, each party pledges their best efforts to work towards and support the following important additional mutual goals:
 - (a) To help BHS students prepare for college and career success;
 - (b) To insure that students enrolled in SCC courses and programs offered at BHS will have access to support services available to students at all other SCCD sites;
 - (c) To offer eligible and qualified BHS students the opportunity to register for other SCC classes as Special Admissions Students, beginning in their ninth grade year;
 - (d) To create a bridge between BHS, the greater Benicia area community, and SCC;
 - (e) To provide BHS students during high school with the opportunity to earn tuition-free college credits towards a community college degree (AA) and/or to earn transferable tuition free college credits towards a four year university (UC or CSU);
 - (f) To provide eligible and qualified BHS students with the opportunity to participate in the Transfer Admission Guarantee (TAG) program with participating UC and CSU universities; and,
 - (g) To provide students with appropriately sequenced courses that allow for the timely completion of educational goals and program completion;
 - (h) SCCD shall provide the student support necessary to ensure the success of the students enrolled in classes at the site.
13. Classes may be held at Benicia Community Library, a joint use facility with Benicia Joint Union High School, located on the end of school grounds, with facilities use donated by the Benicia Community Library system.
14. 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 the other party, 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 this MOU (b) any actual or alleged negligent act, negligent error or omission, intentional misconduct, or violation of any law by SCCD or BUSD, and/or their respective employees, subcontractors, agents, representatives or assigns (collectively, SCCD or BUSD Agents") in the performance or non-performance of the services required to be performed by SCCD and/or BUSD under this MOU.
15. Neither SCCD nor BUSD are acting as the agent, employee, partner, or representative of the other. Nothing in this MOU is intended to confer any rights on any other individuals or entities as third party beneficiaries.

16. This MOU may be amended by mutual written agreement of both parties. This MOU shall be interpreted and given effect under the laws of the State of California. Jurisdiction and venue shall, to the fullest extent allowed under law, be vested in the Superior Court of California, County of Solano.

17. The MOU may be terminated as follows;

(a) SCCD and/or BUSD may terminate this MOU by service of written notice by one party to the other party at least 60 days prior to the first day of a semester for which termination is to take effect; or

(b) SCCD and BUSD may terminate this MOU by mutual written agreement of the parties. In such event, the parties shall specify whether (i) the effective date of termination is immediate; or (ii) the effective date of termination is the day after the last day of the semester during which CAP Courses are then occurring.

SOLANO COMMUNITY COLLEGE DISTRICT

BENICIA UNIFIED SCHOOL DISTRICT

By: _____

By: _____

Printed Name: Celia Esposito-Noy, Ph.D.

Printed Name: _____

Title: Superintendent-President

Title: _____

Date: _____

Date: _____