

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: MEMBERS OF THE GOVERNING BOARD
SUBJECT: CONSENT CALENDAR – HUMAN RESOURCES
REQUESTED ACTION: APPROVAL

EMPLOYMENT 2016-2017

Ten-month Classified Employees Working Summer Session

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Gema Leon	Reading/Writing Lab Technician	05/22/17 – 06/30/17	\$21.54 hr.
Marie Mayne	Tutoring Center Specialist	05/23/17 – 06/30/17	\$24.66 hr.
George Olgin	Reading/Writing Lab Technician	05/22/17 – 06/30/17	\$29.80 hr.
Rhonda Roman	Photography Lab Technician	05/22/17 – 06/30/17	\$20.65 hr.

District Initiated Reclassification

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Nancy Dipasquale	Reclassified from Financial Aid Specialist (Range 13/Step 7) to Financial Aid Specialist (Range 15/Step 6)	07/01/16
Diana Miller	Reclassified from Financial Aid Specialist (Range 13/Step 7) to Financial Aid Specialist (Range 15/Step 6)	07/01/16
Anna Troupe	Reclassified from Financial Aid Specialist (Range 13/Step 6) to Financial Aid Specialist (Range 15/Step 5)	07/01/16
Zyra Larot	Reclassified from Student Services Assistant II (Range 11/Step 3) to Student Services Assistant II (Range 13/Step 2)	07/01/16

Mary Jones
Human Resources

May 26, 2017

Date Submitted

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

May 26, 2017

Date Approved

District Initiated Reclassification (Cont.)

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Antoinette Payne	Reclassified from Student Services Assistant II (Range 11/Step 5) to Student Services Assistant II (Range 13/Step 4)	07/01/16
Ricardo Mejia	Reclassified from Student Services Assistant II (Range 11/Step 2) to Student Services Assistant II (Range 13/Step 1)	07/01/16
Tracy Hale	Reclassified from Student Services Assistant II (Range 11/Step 3) to Student Services Assistant II (Range 13/Step 2)	07/01/16

Additional Assignment

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Sheila Kaushal	Administrative Assistant	02/16/17 – 05/25/17	\$18.90 hr.

Short-term/Temporary/Substitute

<u>Name</u>	<u>Assignment</u>	<u>Fund/Grant Name</u>	<u>Effective</u>	<u>Amount</u>
Jim Anderson	Off Site Counseling Services	Vallejo Career Pathway Trust	04/10/17 – 04/11/17	\$69.05 hr.
Erica Beam	Distance Education Coordinator	General Fund	05/30/17 – 06/30/17	\$64.87 hr.
Kelly Cadungug	Off Site Counseling Services	Vallejo Career Pathway Trust	04/10/17 – 04/11/17	\$63.25 hr.
Zhen Chen	NSF 2+1 STEM Scholar Mentor	NSF-STEM	08/01/16 – 05/25/17	\$69.05 hr.
Kavisha Claiborne	Temporary Student Services Generalist	Student Equity	06/08/17 – 06/30/17	\$16.56 hr.
Jose Cortes	Teaching Apprentice Coordinator	Transformation Grant	06/01/17 – 06/30/17	\$62.55 hr.
Deborah Davis	Special Projects	Assessment & Retention Grant	01/20/17 – 06/30/17	\$60.69 hr.
James DeKloe	NSF Grant	NSF Grant	06/01/17 – 06/30/17	\$69.05 hr.
Kendra Dunn	Administrative Assistant II	Contract Education	12/23/16 – 06/07/17	\$16.56 hr.
Maria Isip-Bautista	Social Justice	General Fund	05/30/17 – 06/30/17	\$62.64 hr.
Corrine Kirkbride	NSF 2=1 stem Scholar Mentor	NSF-STEM	08/01/16 – 06/25/17	\$64.87 hr.
Gema Leon	Lab Tech	Student Equity	05/20/17 – 05/25/17	\$21.54 hr.
Ashlie Lawson	Off Site Counseling Services	Vallejo Career Pathway Trust	04/10/17 – 04/11/17	\$60.62 hr.
Carica Macariola	Game Administrator	General Fund	03/27/17 – 04/30/17	\$35.00 hr.

Short-term/Temporary/Substitute (Cont.)

<u>Name</u>	<u>Assignment</u>	<u>Fund/Grant Name</u>	<u>Effective</u>	<u>Amount</u>
Carica Macariola	Athletic Assistant	General Fund	04/11/17 – 04/14/17	\$17.72 hr.
Marie Mayne	Tutor Specialist	Student Equity	05/24/17 – 05/31/17	\$24.66 hr.
Marcie McDaniels	Off Site Counseling Services	Vallejo Career Pathway Trust	04/10/17 – 04/11/17	\$69.05 hr.
Nazia Mostafa	Off Site Counseling Services	Vallejo Career Pathway Trust	04/10/17 – 04/11/17	\$60.62 hr.
Aaliyah Muhaimin	Off Site Counseling Services	Vallejo Career Pathway Trust	04/10/17 – 04/11/17	\$69.05 hr.
George Olgin	Lab Tech	Student Equity	05/21/17 – 05/31/17	\$29.80 hr.
George Olgin	Coordinator-Academic Support Services	General Fund	06/01/17 – 06/30/17	\$50.53 hr.
Robert Payawal	NSF 2+1 STEM Scholar Mentor	NSF-STEM	08/01/16 – 05/25/17	\$26.27 hr.
Kimberly Ramos	Off Site Counseling Services	Vallejo Career Pathway Trust	04/10/17 – 04/11/17	\$69.05 hr.
Edward Re	NSF Grant	NSF Grant	06/01/17 – 06/30/17	\$71.72 hr.
Gulnur Sanden	Program Development	Baccalaureate Pilot Project	05/16/17 – 06/30/17	\$71.72 hr.
Pamela Sheehan	NSF 2+1 STEM Scholar Mentor	NSF-STEM	08/01/16 – 06/25/17	\$64.87 hr.
Osati Tarbell-Deocampo	Substitute Early Learning Center Specialist	CCTR	06/08/17 – 06/30/17	\$17.33 hr.
Ryan Tipton	Theatre Event Tech	General Fund	06/01/17 – 06/30/17	\$14.50 hr.
Joan Wallace	Off Site Counseling Services	Vallejo Career Pathway Trust	04/10/17 – 04/11/17	\$64.87 hr.
Tracie White	Off Site Counseling Services	Vallejo Career Pathway Trust	04/10/17 – 04/11/17	\$69.05 hr.
Narisa Orosco Woolworth	Off Site Counseling Services	Vallejo Career Pathway Trust	04/10/17 – 04/11/17	\$64.65 hr.
Michael Wyly	Summer Work-Academic Senate	General Fund	05/30/17 – 06/30/17	\$64.87 hr.

39 Month Reemployment List

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Evette Nichols	Information Analyst	05/11/17 – 7/24/20

RESIGNATIONS

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
James Tanaka	Adjunct Instructor – Physical Education	05/24/17

EMPLOYMENT 2017-2018

Regular Assignment

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Atticus Frey	Full-time Instructor – Librarian, User Engagement and Student Success	08/10/17
Brian Bower	Director, Emergency Medical Technician Program and Full-time Instructor	08/10/17
Hui-Hui (Gwen) Gallagher	Full-time Instructor – American Sign Language (ASL)	08/10/17 (Revised)
Gulnur Sanden	Full-time Instructor – Biotechnology	08/10/17 (Revised)

Released Time

<u>Name</u>	<u>Assignment</u>	<u>% Released Time</u>	<u>Dates</u>
Maria Isip-Bautista	Social Justice Program Design	30%	08/10/17 – 12/16/17 (Revised)
Erica Beam	Distance Education Coordinator	30%	08/10/17 – 05/31/20 (Revised)
Tasha Smith	UMOJA Coordinator	30%	08/10/17 – 05/24/18 (Revised)

Employee Initiated Reclassification

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Candyce Guerra	Reclassified from Administrative Assistant III (Range 13/Step 3) to Facilities Operations Assistant (Range 14/Step 5)	07/01/17

Ten-month Classified Employees Working Summer Session

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Gema Leon	Reading/Writing Lab Technician	07/01/17 – 08/11/17	\$21.54 hr.
Marie Mayne	Tutoring Center Specialist	07/01/17 – 08/11/17	\$24.66 hr.
George Olgin	Reading/Writing Lab Technician	07/01/17 – 08/11/17	\$29.80 hr.
Rhonda Roman	Photography Lab Technician	07/01/17 – 08/11/17	\$20.65 hr.

Short-term/Temporary/Substitute

<u>Name</u>	<u>Assignment</u>	<u>Fund/Grant Name</u>	<u>Effective</u>	<u>Amount</u>
Dustin Aubert	Assistant Coach – Men’s Basketball	General Fund	08/10/17 – 03/31/18	\$16.66 hr.
Erica Beam	Distance Education Coordinator	General Fund	07/01/17 – 08/09/17	\$64.87 hr.
Jose Cortes	Teaching Apprentice Coordinator	Transformation Grant	07/01/17 – 06/30/18	\$62.55 hr.
James DeKloe	NSF Grant	NSF Grant	07/01/17 – 07/31/17	\$69.05 hr.
James DeKloe	New Biotechnology Science Building Move	General Fund	07/01/17 – 08/13/17	\$69.05 hr.
Yvonne Dillard	Substitute Early Learning Center Specialist	CSPP	07/01/17 – 06/30/18	\$17.33 hr.
Brittany Fletcher	EOPS Registration Aide	EOPS Program	07/01/17 – 12/22/17	\$15.00 hr.
Nicole Gentile	Head Softball Coach	Softball Trust	07/01/17 – 08/10/17	\$16.66 hr.
Paul Hidy	Automotive Technology Move	General Fund	07/01/17 – 08/10/17	\$69.05 hr.
Maria Isip-Bautista	Social Justice	General Fund	07/01/17 – 08/09/17	\$62.64 hr.
Ricky Marshall	Automotive Technology Move	General Fund	07/01/17 – 08/10/17	\$63.67 hr.
Renee Moore	New Biotechnology Science Building Move	General Fund	07/01/17 – 08/13/17	\$71.72 hr.
Teryl Morrison	Assistant Coach – Women’s Basketball	General Fund	07/01/17 – 02/10/18	\$16.66 hr.
George Olgin	Coordinator-Academic Support Services	General Fund	07/01/17 – 08/12/17	\$50.53 hr.

Short-term/Temporary/Substitute (Cont.)

<u>Name</u>	<u>Assignment</u>	<u>Fund/Grant Name</u>	<u>Effective</u>	<u>Amount</u>
Robert "Brad" Paschal	New Biotechnology Science Building Move	General Fund	07/01/17 – 08/13/17	\$69.05 hr.
Jessica Rama	EOPS Registration Aide	EOPS Program	07/01/17 – 06/29/18	\$15.00 hr.
Edward Re	NSF Grant	NSF Grant	07/01/17 – 07/31/17	\$71.72 hr.
Edward Re	New Biotechnology Science Building Move	General Fund	07/01/17 – 08/13/17	\$71.72 hr.
Carolina Rodriguez	Office Assistant	EOPS Program	07/01/17 – 06/29/18	\$11.60 hr.
Gulnur Sanden	Program Development	Baccalaureate Pilot Project	07/01/17 – 08/09/17	\$71.72 hr.
Osati Tarbell- Deocampo	Substitute Early Learning Center Specialist	CCTR	07/01/17 – 07/20/17	\$17.33 hr.
Ryan Tipton	Theatre Event Tech	General Fund	07/01/17 – 06/30/18	\$14.50 hr.
Emily Wade	EOPS Registration Aide	EOPS Program/District	07/01/17 – 06/29/18	\$15.00 hr.
Katrina Wauer	EOPS Registration Aide	EOPS Program	07/01/17 – 06/29/18	\$15.00 hr.
Michael Wyly	Summer Work- Academic Senate	General Fund	07/01/17 – 08/11/17	\$64.87 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

Superintendent-President's Office
Celia Esposito-Noy, Superintendent-President

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Robert Johnson	To develop and coordinate pre-apprenticeship boot camp program consistent with 2013 PLA	February 17, 2017 – June 30, 2017	Not to exceed \$13,000.00
		July 1, 2017 – September 29, 2017	

Academic Affairs
David Williams, Vice President

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Beloved Design Company	Mock interview/portfolio critiques for student finals.	May 18, 2017 – May 25, 2017	Not to exceed \$150.00
Jason Elgar	Guest speaker/critic for Solano Community College Students taking Graphic Design courses.	May 18, 2017 – May 19, 2017	Not to exceed \$150.00
James Jordan	Guest critic for student portfolios for Graphic Design courses.	May 22, 2017	Not to exceed \$150.00
Sarah Wasley-Smith	Guest for final project/ interview with 9 Graphic Design students.	May 24, 2017	Not to exceed \$150.00

Yulian I. Ligioso
 Vice President, Finance & Administration

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

May 26, 2017
Date Submitted

May 26, 2017
Date Approved

Campus Police / Sheriff's Office
Brian Travis, Lieutenant

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Tania Dee Gay	Parking enforcement coordinator, parking enforcement (liaison to Turbo Data citation processor, process citation appeals), ID technician and related office duties.	July 1, 2017 – June 30, 2018	Not to exceed \$24,000.00

Student Services
Gregory Brown, Vice President

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Bernadette Aldrich	Photography of Athletic Department Staff for website.	June 8, 2017 – June 25, 2017	Not to exceed \$100.00
Sherry Currie-Proctor	Presenter and/or co-presenter for Foster Kinship Care Education (FKCE) workshops/seminars for fiscal year 2017-18.	July 1, 2017 – June 30, 2018	Not to exceed \$2,500.00
Jerry Gorman	Presenter and/or co-presenter for FKCE workshops/seminars for fiscal year 2017-18.	July 1, 2017 – June 30, 2018	Not to exceed \$2,500.00
Iyeisha N. Miller	Presenter and/or co-presenter for FKCE workshops/seminars for fiscal year 2017-18.	July 1, 2017 – June 30, 2018	Not to exceed \$2,500.00
Dale Murray	Conduct presentation on the California Community College Athletic Association Constitution and Bylaws for Athletic Department Staff.	August 10, 2017 – August 11, 2017	Not to exceed \$300.00
Gregory Peterson	Presenter and/or co-presenter for FKCE workshops/seminars for fiscal year 2017-18.	July 1, 2017 – June 30, 2018	Not to exceed \$3,000.00
Kerry Pilley-Purcell	Presenter and/or co-presenter for FKCE workshops/seminars for fiscal year 2017-18.	July 1, 2017 – June 30, 2018	Not to exceed \$2,000.00
Daniel Torrez	Presenter and/or co-presenter for FKCE workshops/seminars for fiscal year 2017-18.	July 1, 2017 – June 30, 2018	Not to exceed \$3,000.00
Melissa Torrez	Presenter and/or co-presenter for FKCE workshops/seminars for fiscal year 2017-18.	July 1, 2017 – June 30, 2018	Not to exceed \$1,500.00

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

TO: Members of the Governing Board

SUBJECT: DONATIONS

REQUESTED ACTION:

Information OR Approval
 Consent OR Non-Consent

SUMMARY:

<u>NAME AND ADDRESS</u>	<u>ITEM AND ESTIMATED VALUE</u>	<u>RECEIVING DEPARTMENT</u>
Paul Hidy 1273 Potrero Circle Suisun City, CA 94585	2000 Saab 95 Wagon Operational Vehicle \$500.00	Auto Technology

Acceptance of this donation is recommended at this time.

STUDENT SUCCESS IMPACT:

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

<i>Government Code:</i>	<i>Board Policy: 3350</i>	<i>Estimated Fiscal Impact: \$ In Kind Gifts</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
 Finance & Administration

VICE PRESIDENT APPROVAL

May 26, 2017

**DATE SUBMITTED TO
 SUPERINTENDENT-PRESIDENT**

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

May 26, 2017

**DATE APPROVED BY
 SUPERINTENDENT-PRESIDENT**

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

TO: **Members of the Governing Board**

SUBJECT: **RESOLUTION NO. 16/17-24 DECLARING JUNE 2017 AS
LGBTQ PRIDE MONTH**

REQUESTED ACTION:

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

SUMMARY:

Resolution No. 16/17-24 declares June 2017 as Lesbian, Gay, Bisexual, Transgender, and Queer/Questioning (LGBTQ) Pride Month to acknowledge that all Americans are affected as long as the promise of equality for all remains unfulfilled, to urge everyone to work together to advance the principles upon which our great Nation was founded, and that during LGBTQ Pride Month we call upon everyone in the Solano Community College District to promote equal rights for all regardless of sexual orientation or gender identity, and to eliminate prejudice everywhere it exists, and to celebrate the great diversity of the American people.

Approval is requested at this time.

STUDENT SUCCESS IMPACT:

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

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

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 864-7299

TELEPHONE NUMBER

VICE PRESIDENT APPROVAL

May 30, 2017

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

May 30, 2017

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

SOLANO COMMUNITY COLLEGE DISTRICT

GOVERNING BOARD

RESOLUTION DECLARING JUNE 2017 AS LGBTQ PRIDE MONTH

RESOLUTION NO. 16/17-24

WHEREAS, Since our beloved Nation's Declaration of Independence, our Constitution has declared that everyone is created equal, that they are endowed by their Creator with certain unalienable Rights, and they deserve the same rights, privileges, and opportunities; and as our Nation has striven to fulfill that promise, ordinary and diverse Americans have led a proud and relentless march toward freedom, fairness, and full equality under the law not just for some, but for all;

WHEREAS, Our beloved Nation has been forged by those who organized, stimulated, and advocated for change, who wielded that love is stronger than hate and hope more powerful than insult or injury, who fought to build for themselves a community and a Nation where no one is a second-class citizen, where no one is denied basic rights, and all of us are free with certain unalienable Rights, that among these are Life, Liberty, and the pursuit of Happiness;

WHEREAS, On June 28, 1969, patrons at the Stonewall Inn in New York City resisted blatant harassment that had become all too common for members of the Lesbian, Gay, Bisexual, Transgender, Queer/Questioning (LGBTQ) community, and out of this resistance, the LGBTQ rights movement in America was born; and the story of America's LGBTQ community is the story of our fathers and sons, our mothers and daughters, and our friends and neighbors who continue the task of making our great country a more perfect Union, and it is a story about the struggle to realize the great American promise that all people can live with dignity and fairness under the law;

WHEREAS, LGBTQ Americans have enriched and strengthened the fabric of our beloved America from business leaders and teachers to athletes and Service members, and LGBTQ individuals have achieved success and prominence in every discipline at every level; and as we celebrate LGBTQ Pride Month at a moment of great hope and progress, we must recognize that more needs to be done even as support for LGBTQ equality is growing, led by a generation which understands that, in the words of Dr. Martin Luther King, Jr., "Injustice anywhere is a threat to justice everywhere;" and

SOLANO COMMUNITY COLLEGE DISTRICT

GOVERNING BOARD

RESOLUTION DECLARING JUNE 2017 AS LGBTQ PRIDE MONTH

RESOLUTION NO. 16/17-24

(Continuing – Page 2)

WHEREAS, Our commitment to advancing equality for the LGBTQ community must extend far beyond our college district because in many places, LGBTQs face profiling that lead to outright bullying and discrimination, and these are unacceptable violations to basic human rights; and this month, let us honor every brave leader and everyone who supported them along the way, and following their example, let each of us speak for tolerance, justice, and dignity because if hearts and minds continue to change over time, laws will change too; therefore

BE IT RESOLVED, That Solano Community College District does hereby declare June 2017 as Lesbian, Gay, Bisexual, Transgender, and Queer/Questioning Pride Month to acknowledge that all Americans are affected as long as the promise of equality for all remains unfulfilled, to urge everyone to work together to advance the principles upon which our great Nation was founded, and that during LGBTQ Pride Month we call upon everyone in the Solano Community College District to promote equal rights for all regardless of sexual orientation or gender identity, and to eliminate prejudice everywhere it exists, and to celebrate the great diversity of the American people.

PASSED AND ADOPTED, This 7th day of June 2017, by the Solano Community College District Governing Board, Fairfield, California, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ROSEMARY, BOARD PRESIDENT

CELIA ESPOSITO-NOY, ED.D., SECRETARY

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

TO: Members of the Governing Board

SUBJECT: AGREEMENT BETWEEN THE OFFICE FOR CIVIL RIGHTS (OCR) OF THE U.S. DEPARTMENT OF EDUCATION AND SOLANO COMMUNITY COLLEGE

REQUESTED ACTION:

Information OR Approval
 Consent OR Non-Consent

SUMMARY:

An agreement between The Office for Civil Rights (OCR) of the U.S. Department of Education and Solano Community College is being submitted to the Governing Board for approval.

STUDENT SUCCESS IMPACT:

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

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

Celia Esposito-Noy, Ed.D.
PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534
ADDRESS

707-864-7299
TELEPHONE NUMBER

VICE PRESIDENT ACADEMIC AFFAIRS

May 30, 2017
**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

May 30, 2017
**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

Resolution Agreement

Solano Community College OCR Reference No. 09-17-2157

The Office for Civil Rights (OCR) of the U.S. Department of Education initiated an investigation into an allegation that Solano Community College (Recipient) violated Section 504 of the Rehabilitation Act of 1973 (“Section 504”) and that statute’s implementing regulations at 34 C.F.R. Part 104, and Title II of the Americans with Disabilities Act of 1990 (“Title II”) and that statute’s implementing regulations at 28 C.F.R. Part 35. Specifically, the complainant alleges that the Recipient’s website contains barriers to access for people with disabilities, thereby denying them an equal opportunity to participate in the Recipient’s programs, services, and activities, and denying them effective communication necessary for full participation in the Recipient’s programs, services, and activities.

Assurances of Nondiscrimination. The Recipient hereby reaffirms its commitment to ensure that people with disabilities have an opportunity equal to that of their nondisabled peers to participate in the Recipient’s programs, benefits, and services, including those delivered through electronic and information technology, except where doing so would impose an undue burden or create a fundamental alteration.

Benchmarks for Measuring Accessibility. For the purposes of this Agreement, the accessibility of online content and functionality will be measured according to the World Wide Web Consortium’s (W3C’s) Web Content Accessibility Guidelines (WCAG) 2.0 Level AA and the Web Accessibility Initiative Accessible Rich Internet Applications Suite (WAI-ARIA) 1.0 techniques for web content, which are incorporated by reference.

Adherence to these accessible technology standards is one way to ensure compliance with the Recipient’s underlying legal obligations to ensure people with disabilities are able to acquire the same information, engage in the same interactions, and enjoy the same benefits and services within the same timeframe as their nondisabled peers, with substantially equivalent ease of use; that they are not excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in any the Recipient’s programs, services, and activities delivered online, as required by Section 504 and Title II and those statutes’ implementing regulations; and that they receive effective communications with the Recipient’s programs, services, and activities delivered online.

The Recipient agrees to take the actions set forth below.

Remedies and Reporting

1. Policies and Procedures for New Online Content and Functionality. By July 10, 2017, the Recipient will submit to OCR for its review and approval proposed policies and procedures (“the Plan for New Content”) to ensure that all new, newly-added, or modified online content and functionality will be accessible to people with disabilities as measured by conformance to the Benchmarks for Measuring Accessibility set forth above, except where doing so would impose a fundamental alteration or undue burden.

- a) When fundamental alteration or undue burden defenses apply, the Plan for New Content will require the Recipient to provide equally effective alternate access. The Plan for New Content will require the Recipient, in providing equally effective alternate access, to take any actions that do not result in a fundamental alteration or undue financial and administrative burdens, but nevertheless ensure that, to the maximum extent possible, individuals with disabilities receive the same benefits or services as their nondisabled peers. To provide equally effective alternate access, alternatives are not required to produce the identical result or level of achievement for persons with and without disabilities, but must afford persons with disabilities an equal opportunity to obtain the same result, to gain the same benefit, or to reach the same level of achievement, in the most integrated setting appropriate to the person's needs.
 - b) The Plan for New Content must include sufficient quality assurance procedures, backed by adequate personnel and financial resources, for full implementation. This provision also applies to the Recipient's online content and functionality developed by, maintained by, or offered through a third-party vendor or through the use of open sources.
 - c) Within 30 calendar days of receiving OCR's approval of the Plan for New Content, the Recipient will officially adopt, and fully implement, the amended policies and procedures.
 - d) Reporting: Within 45 calendar days of receiving OCR's approval, the Recipient will submit to OCR the approved policies and procedures, evidence of their adoption and distribution, and a description of how they are being implemented.
2. Undue Burden and Fundamental Alteration. For any technology-related requirement in this Agreement for which the Recipient asserts an undue burden or fundamental alteration defense, such assertion may only be made by the Recipient Superintendent ("Superintendent") or by an individual designated by the Superintendent and who has budgetary authority after considering all resources available for use in the funding and operation of the service, program, or activity, and must be accompanied by a written statement of the reasons for reaching that conclusion, including the cost of meeting the requirement and the available funding and other resources. The written statement will be certified by the Superintendent or designee. If such a determination is made, the certifying official will describe in the written statement how it will provide equally effective alternate access, i.e., other action that would not result in such an alteration or such burdens but would nevertheless ensure that, to the maximum extent possible, individuals with disabilities receive the same benefits or services provided by the Recipient as their nondisabled peers.
 3. Designation of Auditor. By July 10, 2017, the Recipient will propose for OCR's review and approval the identity and bona fides of an Auditor (corporation or individual) to audit all content and functionality on its website, including, but not limited to, the home page, all subordinate pages, to identify any online content or functionality that is inaccessible to persons with disabilities, including online content and functionality developed by, maintained by, or offered through a third-party vendor or an open source. The Auditor will have sufficient knowledge and experience in website accessibility for people with disabilities to carry out all related tasks, including developing a proposed Corrective Action Plan.

- a) Reporting: OCR will evaluate whether the Auditor proposed according to Paragraph 3 has the requisite experience and knowledge to carry out an appropriate Audit and to develop a proposed Corrective Action Plan. Within 7 calendar days of receiving OCR's approval of the proposed Auditor, the Recipient will submit to OCR documentation that it has assigned or retained the Auditor approved by OCR to conduct the Audit of existing content and functionality.
4. Audit of Existing Content and Functionality. The Auditor approved by OCR will audit all content and functionality of the Recipient's website, including, but not limited to, the home page, all subordinate pages, to identify any online content or functionality that is inaccessible to persons with disabilities, including online content and functionality developed by, maintained by, or offered through a third-party vendor or an open source. The Audit will use the Benchmarks for Measuring Accessibility set out above, unless the Recipient receives prior permission from OCR to use a different standard as a benchmark. During the Audit, the Recipient will also seek input from members of the public with disabilities, including parents, students, employees, and others associated with the Recipient, and other persons knowledgeable about website accessibility, regarding the accessibility of its online content and functionality.
 - a) Reporting: Within 90 calendar days of receiving OCR's approval of the proposed Auditor, the Recipient will submit to OCR documentation of the steps taken by the Auditor during the Audit, a description of the outreach it undertook and the input it received, and a detailed accounting of the results of the Audit.
5. Proposed Corrective Action Plan. Simultaneously with the submission of the Audit, The Recipient will submit to OCR for its review and approval a proposed Corrective Action Plan to address all inaccessible content and functionality identified during the Recipient's Audit. The proposed Corrective Action Plan will set out a detailed schedule for addressing problems, taking into account identified priorities, with all corrective actions to be completed within 18 months of the date OCR approved the Corrective Action Plan, setting up systems of accountability and verifying claims of accessibility by vendors or open sources; and setting up a system of testing and accountability to maintain the accessibility of all online content and functionality on an ongoing basis.
 - a) Within 30 calendar days of receiving OCR's approval of the proposed Corrective Action Plan, the Recipient will officially adopt and implement the Corrective Action Plan.
 - b) Reporting: Within 45 calendar days of receiving OCR's approval of the proposed Corrective Action Plan, the Recipient will submit to OCR the approved Corrective Action Plan, and documentation establishing that the approved Corrective Action Plan is being implemented according to the approved schedule. Reports will be due every six months thereafter until the Corrective Action Plan has been completed.
6. Notice. By June 12, 2017, the Recipient will submit to OCR for review and approval a proposed Notice on its website to persons with disabilities regarding how to request the webmaster or other

appropriate person to provide access to (or notify the Recipient regarding) online information or functionality that is currently inaccessible. The proposed Notice will also include information or an accessible link to information instructing people how to file more formal grievances with the Recipient under Section 504 and Title II. Within 10 calendar days of receiving OCR's approval of the proposed Notice, the Recipient will officially adopt and publish the approved Notice by prominently posting the approved Notice on its home page and throughout its website (including all subordinate pages and intranet pages and sites).

- a) Reporting. Within 15 calendar days of receiving OCR's approval of the Recipient's proposed Notice, The Recipient will provide documentation to OCR regarding the locations and content of its published Notice.
7. Training. By July 10, 2017 and annually thereafter until such time as OCR closes its monitoring of this Agreement, the Recipient, will deliver website accessibility training to all appropriate personnel, including, but not limited to: content developers, webmasters, procurement officials, and all others responsible for developing, loading, maintaining, or auditing web content and functionality. After OCR closes monitoring of this agreement, training shall be continued on a schedule designed to maintain website accessibility consistent with, or superior to, that which is required under federal law.
 - a) Reporting: For each training session required by this Agreement, until such time as OCR closes its monitoring of this Agreement, the Recipient will submit to OCR documentation that the training has been delivered. The documentation will include a list of invitees and attendees and their position titles, a description of the delivered training content, and the presenters' credentials for providing such training.
 8. The Recipient understands that OCR will not close the monitoring of this Agreement until OCR determines that the Recipient has fulfilled the terms of this agreement and is in compliance with the regulations implementing Section 504 at 34 C.F.R. 104.4(a) and (b), and the regulations implementing Title II at 28 C.F.R. 35.130 and 35.160, which were at issue in this case.
 9. The Recipient also understands that by signing this Agreement, it agrees to provide data and other information in a timely manner in accordance with the reporting requirements of this agreement. Further, the Recipient understands that during the monitoring of this agreement, if necessary, OCR may visit the Recipient, interview staff members, and request such additional reports or data, including simulated website accounts and passwords, as are necessary for OCR to determine whether the Recipient has fulfilled the terms of this agreement and is in compliance with the regulations implementing Section 504 at 34 C.F.R. 104.4(a) and (b), and the regulations implementing Title II at 28 C.F.R. 35.130 and 35.160, which are at issue in this case.
 10. The Recipient understands and acknowledges that OCR may initiate administrative enforcement or judicial proceedings to enforce the specific terms and obligations of this Agreement. Before initiating administrative enforcement (34 C.F.R. 100.9 and 100.10), or judicial proceedings to

enforce this agreement, OCR shall give the Recipient written notice of the alleged breach and 60 calendar days to cure the alleged breach.

Recipient Superintendent or Designee

Date

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT RENEWAL WITH DANNIS WOLIVER
 KELLEY (DWK) FOR LEGAL SERVICES FOR FISCAL
 YEAR 2017/2018**

REQUESTED ACTION:

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

SUMMARY:

Board approval is requested to renew the agreement with DWK for legal services for the fiscal year 2017/2018.

STUDENT SUCCESS IMPACT:

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

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

 Celia Esposito-Noy, Ed.D.

PRESENTER’S NAME

4000 Suisun Valley Road
 Fairfield, CA 94534

ADDRESS

(707) 864-7299

TELEPHONE NUMBER

VICE PRESIDENT APPROVAL

May 30, 2017

**DATE SUBMITTED TO
 SUPERINTENDENT-PRESIDENT**

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

May 30, 2017

**DATE APPROVED BY
 SUPERINTENDENT-PRESIDENT**

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into on May 19, 2017, by and between the Solano Community College, hereinafter referred to as College, and Dannis Woliver Kelley, a professional corporation, hereinafter referred to as Attorney.

In consideration of the promises and the mutual agreements hereinafter contained, College and Attorney agree as follows:

SCOPE OF SERVICES. College appoints Attorney to represent, advise, and counsel it from July 1, 2017, through and including June 30, 2018, and continuing thereafter as approved. Any services performed during the period between the above commencement date and the date of Board action approving this Agreement are hereby ratified by said Board approval. Attorney agrees to prepare periodic reviews of relevant court decisions, legislation, and other legal issues. Attorney agrees to keep current and in force at all times a policy covering incidents of legal malpractice.

CLIENT DUTIES. College shall be truthful with Attorney, cooperate with Attorney, keep Attorney informed of developments, perform the obligations it has agreed to perform under this Agreement and pay Attorney bills in a timely manner.

FEES AND BILLING PRACTICES. Except as hereinafter provided, College agrees to pay Attorney two hundred twenty-five dollars (\$225) to three hundred ten dollars (\$310) per hour for shareholders, special counsel and of counsel; one hundred eighty-five dollars (\$185) to two hundred twenty-five dollars (\$225) per hour for associates; and one hundred twenty dollars (\$120) to one hundred forty dollars (\$140) per hour for paralegals and law clerks. The rate for Gregory J. Dannis will be three hundred fifty dollars (\$350) per hour. Rates for individual attorneys may vary within the above ranges depending on the level of experience and qualifications and the nature of the legal services provided. Substantive communications advice (telephone, voice-mail, e-mail) is billed in a minimum increment of one-tenth (.1) of an hour, except for the first such advice in any business day, which is charged in a minimum of three-tenths (.3) of an hour. In the course of travel it may be necessary for Attorney to work for and bill other clients while in transit. If, during the course of representation of College, an insurance or other entity assumes responsibility for payment of all or partial fees of Attorney on a particular case or matter, College shall remain responsible for the difference between fees paid by the other entity and Attorney's hourly rates as specified in this Agreement unless otherwise agreed by the parties.

Agreements for legal fees at other than the hourly rate set forth above may be made by mutual agreement for special projects or particular scopes of work.

OTHER CHARGES. College further agrees to reimburse Attorney for actual and necessary expenses and costs with respect to providing the above services, including support services such as copying costs, express postage, and facsimile transmittals. College agrees that such actual and necessary expenses may vary according to special circumstances necessitated by request of College or emergency conditions which occasionally arise.

College further agrees to pay third parties, directly or indirectly through Attorney, for major costs and expenses including, but not limited to, costs of serving pleadings, filing fees and other charges assessed by courts and other public agencies, arbitrators' fees, court reporters' fees, jury fees, witness fees, investigation expenses, consultants' fees, and expert witness fees. Upon mutual consent of College and Attorney, College may either advance or reimburse Attorney for such costs and expenses.

Occasionally Attorney may provide College officials and/or employees with food or meals at Attorney-sponsored trainings or when working with College officials and/or employees. Attorney may provide such food or meals without additional charge in exchange for the consideration provided by the College under this Agreement.

BILLING STATEMENT. Attorney shall send College a statement for fees and costs incurred every calendar month. Attorney's statements shall clearly state the basis thereof, including the amount, rate and basis for calculations or other methods of determination of Attorney's fees. College shall pay Attorney's statements within thirty (30) days after each statement's date. Upon College office's request for additional statement information, Attorney shall provide a bill to College no later than ten (10) days following the request. College is entitled to make subsequent requests for bills at intervals of no less than thirty (30) days following the initial request.

INDEPENDENT CONTRACTOR. It is expressly understood and agreed to by both parties that Attorney, while carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of the College.

CONFLICT OF INTEREST. Because Attorney represents many school and community college districts, county offices of education, joint powers authorities, SELPAs and other educational entities, conflicts of interest may arise in the course of Attorney's representation. If Attorney becomes aware of any potential or actual conflicts of interest, Attorney will inform the College of the conflict and comply with the legal and ethical requirements to fulfill its duties of loyalty and confidentiality to College. If College has any question about whether Attorney has a conflict of interest in its representation of College in any matter, it may contact Attorney or other legal counsel for clarification.

TERMINATION OF CONTRACT. College or Attorney may terminate this Agreement by giving thirty (30) days written notice of termination to the other party.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement for Professional Services.

SOLANO COMMUNITY COLLEGE

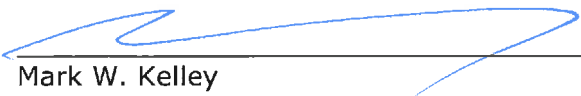


Celia Esposito-Noy, Ed.D.
Superintendent/President



Date

DANNIS WOLIVER KELLEY



Mark W. Kelley
Attorney at Law



Date

At its public meeting of _____, 2017, the Board approved this Agreement and authorized the Board President, Superintendent or Designee to execute this Agreement.

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: PUBLIC HEARING OF OPERATING
ENGINEERS/STATIONARY ENGINEERS, LOCAL 39,
INITIAL PROPOSAL TO THE DISTRICT

REQUESTED ACTION:

- Information OR Approval
 Consent OR Non-Consent

SUMMARY:

At the Board meeting on May 17, 2017, the Governing Board received the Operating Engineers/Stationary Engineers, Local 39, initial proposal to the District for a successor agreement.

CONTINUED ON THE NEXT PAGE

STUDENT SUCCESS IMPACT:

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

Ed. Code: 3547 Board Policy: 2010 Estimated Fiscal Impact: Unknown

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

May 26, 2017

DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT

May 26, 2017
DATE APPROVED BY
SUPERINTENDENT-PRESIDENT

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

TO: Members of the Governing Board

**SUBJECT: PUBLIC HEARING OF OPERATING
ENGINEERS/STATIONARY ENGINEERS, LOCAL 39,
INITIAL PROPOSAL TO THE DISTRICT**

REQUESTED ACTION:

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

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

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

Operating Engineers/Stationary Engineers, Local 39, will open the following articles.

- Article 6, Personnel Files/Evaluations;
- Article 9, Leaves of Absence;
- Article 11, Hours and Overtime;
- Article 14, Pay and Allowances;
- Article 16, Working Conditions;
- Article 17, Transfer/Promotions;
- Article 18, Job Vacancies;
- Article 19, Reclassifications;
- Appendix A, Classified Salary Schedule/Operating Engineers Classifications;
- Appendix E, Professional Growth Program.

After sufficient time has been allotted for public response, it is recommended that the Board President close the hearing, and reconvene the regular meeting.

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

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

REQUESTED ACTION:

- Information OR Approval
Consent OR Non-Consent

SUMMARY:

At the Board meeting on May 17, 2017, the Governing Board received the District's initial proposal of interest to the Operating Engineers/Stationary Engineers, Local 39.

CONTINUED ON THE NEXT PAGE

STUDENT SUCCESS IMPACT:

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

Ed. Code:3547 Board Policy:2010 Estimated Fiscal Impact: Unknown

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

May 26, 2017

DATE SUBMITTED TO SUPERINTENDENT-PRESIDENT

May 26, 2017
DATE APPROVED BY SUPERINTENDENT-PRESIDENT

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

TO: Members of the Governing Board

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

REQUESTED ACTION:

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

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

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

The District's proposal to the Operating Engineers/Stationary Engineers, Local 39, to work with Local 39 on the following interest.

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

After sufficient time has been allotted for public response, it is recommended that the Board President close the hearing, reconvene the regular meeting and accept the District's proposal for negotiations.

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

TO: Members of the Governing Board

SUBJECT: RESIGNATION TO RETIRE

REQUESTED ACTION:

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

SUMMARY:

<u>Name</u>	<u>Assignment & Years of Service</u>	<u>Effective</u>
Janice Eaves	Administrative Assistant III 24 years and 4 months of service at SCC	06/30/17

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: N/A</i>	<i>Board Policy: N/A</i>	<i>Estimated Fiscal Impact: N/A</i>
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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

May 26, 2017

**DATE SUBMITTED TO
 SUPERINTENDENT-PRESIDENT**

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

May 26, 2017
**DATE APPROVED BY
 SUPERINTENDENT-PRESIDENT**

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: NEW CLASSIFIED SCHOOL EMPLOYEE ASSOCIATION
(CSEA) JOB DESCRIPTION, FACILITIES OPERATIONS
ASSISTANT

REQUESTED ACTION:

Information OR Approval
 Consent OR Non-Consent

SUMMARY:

The following job description is presented for Governing Board approval. This position reflects a reclassification from Administrative Assistant III - Facilities to Facilities Operations Assistant. This position will perform a wide variety of responsible administrative, clerical, technical and operations support functions of a wide and complex nature to the Facilities Department. Position is placed on Range 14 of the Classified School Employee Association (CSEA) Salary Schedule. The job description has been vetted through CSEA.

STUDENT SUCCESS IMPACT:

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

Ed. Code: 88009 Board Policy: 4010, 4720 Estimated Fiscal Impact: \$6,489.48

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

May 26, 2017

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

May 26, 2017

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

**SOLANO COMMUNITY COLLEGE DISTRICT
CLASS SPECIFICATIONS**

CLASS TITLE: Facilities Operations Assistant

BASIC FUNCTION: Under the direction of the Facilities Director, perform a variety of responsible administrative, clerical, technical and operations support functions of a wide and complex nature to the Facilities Department. Facilitate communications between the Director, staff, public agencies and the community. Also provides administrative, clerical, technical and operations support to the Assistant Facilities Director, the Custodial Supervisor, and the Executive Bonds Manager. Employees in this classification receive limited supervision from an executive/senior administrator within a broad framework of policies and procedures. This job class requires advanced abilities and skills in written and oral communication, initiative, organization, problem solving and independent judgment.

DISTINGUISHING CHARACTERISTICS

This position is an administrative support classification distinguished for facilities department. Employees in this class establish efficient communication with other members of the faculty, staff, administration and the community; produce, distribute, and disseminate information in a variety of formats; and assume responsibility for the completion of special projects. This job class is further distinguished by its advanced use of communication, discretion, initiative, problem-solving skills, independent judgment and scheduling responsibilities.

REPRESENTATIVE DUTIES

Essential duties and responsibilities include the following. Other job-related duties may be assigned.

Performs a variety of highly responsible administrative, secretarial/clerical, and operational support function of a wide and complex nature; assists and arranges department assignment and activities.

Performs multiple projects concurrently; is the system's administrator to the Facilities Utilization Space Inventory Option Net (FUSION); maintains and updates the ONUMA work order system, monitoring and tracking daily work orders; sets up equipment Preventive Maintenance schedules, assigns and monitors associated tasks.

Administer and manage work order system to track and schedule facility staff work orders daily and weekly.

Collects and analyzes relevant data; researches, initiates necessary change, and provides background documentation on matters requiring the administrator's attention; assumes responsibility for timely completion of the special projects or tasks; and assists in all pertinent matters.

Assists in developing and monitoring department and/or office procedures analyzing activities needed to be addressed; recommends course of action for inter-office matters such as personnel, budget, procedures, policies and special projects.

Directs and assign work to student workers and temporary personnel as assigned; serves as a resource regarding applicable rules, regulations, and policies and procedures; order office supplies and assure proper operation of office machines.

Serves as liaison between the administrator and other district officials, staff, student, internal and external organizations and regulatory agencies; and enhances communication with the same.

Collect and compile narrative, statistical and financial data and other information for inclusion into special and period reports. Maintain and update as required current regulations for all regulated programs.

Establishes and maintains records, filing systems, and logs; monitors facilities staff schedules; monitors and records staff attendance.

Assists in the development and monitoring of the department budget; establishes open accounts, prepares purchase requisitions; maintains equipment inventory; orders equipment, warehouse and other supplies; resolves invoice discrepancies; initiates, prepares, and submits budget revisions and corrections. Manages the CalCard issuances, trains staff on appropriate use, tracks and reconciles credit card statements. Administers the department's cell phones and tablets program. Verifies contractor compliance with the Department of Industrial Relations regulations before work commences.

Coordinates custodial and grounds support for facilities rentals and special events.

Schedules, and prioritizes meetings, appointments, and special events for the administrator; reserves meeting sites; coordinates travel arrangements; contacts and confirms appointments and meetings; attends meetings and takes minutes as necessary.

Interprets and explains department procedures and policies to school district representatives and the general public; refers callers to the appropriate staff member.

Operates a computer, copier, fax machine, calculator, and other peripheral office equipment in the course of assigned functions.

Utilizes a variety of accounting, word-processing, graphic/presentation, and data base software applications programs.

Prepares, types, formats, edits, and distributes a variety of routine and complex correspondence, reports, memorandums, forms, and department publications; may determine the format and content of written communications.

Receives, opens, and distributes incoming mail; initiates and/or or transmits inter-office memorandums and notices.

Provides administrative support in the selection process for student workers.

Performs all other related duties as required.

Secondary Function:

Compile and consolidate information to prepare budgets and other fiscal reports.

Perform job-related duties as assigned.

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

EDUCATION AND EXPERIENCE: Graduation from high school including or supplemented by two years of administrative office training and three years of progressive job related experience as an administrative assistant or office manager, preferably in an educational institution which includes the operation of microcomputers using word processing, spreadsheet and data base management software or any combination of training, experience, and/or education that provides the required knowledge, skills, and abilities.

LANGUAGE SKILLS:

Ability to read, interpret, apply and explain District and division policies, procedures and regulations.

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

Ability to read, interpret, apply and explain program policies and requirements.

Ability to write routine reports and correspondence using correct English usage, grammar, spelling, punctuation and vocabulary.

Ability to effectively present information in person or on the telephone to students, staff or the public.

MATHEMATICAL SKILLS:

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

REASONING ABILITY:

Ability to learn quickly and apply specific laws, regulations, rules, policies and procedures of the department and functions to which assigned.

Ability to apply common sense understanding to carry out instructions furnished in written, oral, or diagram form.

Ability to analyze situations accurately and use an effective course of action.

Ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form.

Ability to learn quickly and apply specific rules, policies and procedures of the program and function to which assigned.

Ability to exercise good judgment and discretion in analyzing and resolving confidential, difficult and sensitive situations.

CERTIFICATES, LICENSES, REGISTRATION:

None are required for this classification.

OTHER SKILLS AND ABILITIES:

Demonstrate knowledge of:

Modern office practices, procedures and equipment, including letter and report writing, financial and statistical record-keeping, receptionist and telephone techniques.

Research methods and techniques.

Office management techniques.

Perform difficult and complex secretarial and office management duties.

Follow and understand oral and written instructions without immediate supervision

Operate mainframe computer terminals and microcomputers including word processing, data base management, spreadsheet, graphics and desktop publishing software.

Operate office equipment including copier, calculator, facsimile machine and others.

Operate an electronic keyboard accurately at 60 words per minute.

Interpret and apply applicable state and federal laws, rules, regulations, and procedures, and policies related to assigned areas of responsibility.

Learn class schedule construction to provide data entry support to the unit.

Record and transcribe information accurately at an acceptable rate of speed.

Format, type, proofread and distribute documents and other written materials.

Train and provide work direction to others.

Establish and review work priorities.

Meet demanding schedules and multiple, often conflicting timelines.

Maintain accurate statistical and financial records.

Plan and organize work.

Establish and maintain effective and cooperative working relationships with others.

Work confidentially with discretion.

Demonstrate a sensitivity to relate to persons with diverse socio-economic, cultural, and ethnic backgrounds, including the disabled.

Work effectively and independently with minimal supervision.

Perform assigned work with speed and accuracy.

Use word processing, graphics and desktop publishing software to prepare a variety of documents and printed materials.

PHYSICAL DEMANDS: The physical demands described here are representative of those that must

be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties outlined in this classification, employees in this classification are regularly required to sit for long periods of time, use hands and fingers to operate an electronic keyboard or other office machines, reach with hands and arms, stoop or kneel or crouch to file, speak clearly and distinctly to answer telephones and to provide information; and hear and understand voices over telephone and in person. Employees in this classification are frequently required to attend meetings or to pick up or deliver materials at other campus locations.

Employees assigned to this classification must regularly lift, carry and/or move objects weighing up to 10 pounds.

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

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

The work assigned to this classification is typically performed in an office environment. While performing the duties of this classification, the employee regularly is subjected to continual interruptions and exposed to the risks of computer-generated video radiation. The work environment is sometimes noisy.

RA/yl: 4-13-17
Board approved:

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

TO: **Members of the Governing Board**

SUBJECT: **NEW CLASSIFIED SCHOOL EMPLOYEE ASSOCIATION
(CSEA) JOB DESCRIPTION, INTERNSHIP SITE
DEVELOPER**

REQUESTED ACTION:

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

SUMMARY:

The following job description is presented for Governing Board approval. This position has the responsibility for identifying potential internship sites and developing relationships with potential internship employers and ensuring that the numbers of available sites meet student and program needs at any given time. Position is a 50% position and will be placed on Range 15 of the Classified School Employee Association (CSEA) Salary Schedule. The job description has been vetted through CSEA.

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: 88009</i>	<i>Board Policy: 4010, 4720</i>	<i>Estimated Fiscal Impact: \$22,401.18 and Health and Welfare Benefits</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

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

VICE PRESIDENT APPROVAL

May 26, 2017

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

May 26, 2017
**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

**SOLANO COUNTY COMMUNITY COLLEGE DISTRICT
CSEA CLASS SPECIFICATION**

CLASS TITLE: Internship Site Developer

BASIC FUNCTION: Under the direction of the assigned Dean and in collaboration with the Occupational Education/Work Experience Coordinator, and the Internship Site Developer has responsibility for identifying potential internship sites and developing relationships with potential internship employers and ensuring that the numbers of available sites meet student and program needs at any given time. In addition, the Internship Site Developer conducts initial screening of site qualifications and facilitates the formal qualification visit with the Occupational Education/Work Experience Coordinator or appropriate faculty member. The Internship Site Developer prepares, secures, and maintains the Site Agreement and prepares and maintains an Internship Site listing to be made available to potential student interns. The Internship Site Developer monitors and helps drive conversions of sites to graduate placements.

DISTINGUISHING CHARACTERISTICS: The incumbent must possess technical and academic training and experience in the assigned field.

REPRESENTATIVE DUTIES:

Essential duties and responsibilities include the following. Other job-related duties may be assigned.

Identifies and builds relationships with potential internship sites and internship to hire opportunities based on program needs.

Performs initial screening of potential sites based on requirements for internship.

Performs site qualification visit and accompanies Occupational Education Coordinator or appropriate faculty member during a final qualification visit.

Maintains ongoing communication with internship sites through follow-up contact.

Prepares, secures and maintains the Site Agreements.

Prepares and maintains a public Internships Site listing.

Drives internship conversion to hire.

Operate microcomputer to develop and maintain Site Agreements

Use word processing, spreadsheet and database software to; prepare and maintain records and files; maintain confidentiality of information as appropriate.

File site Agreements; design and maintain spreadsheet data for active sites.

Receive and make telephone calls related to Internship Site development activities; provide routine information or refer caller to appropriate personnel; maintain compliance with Title 5 regulations.

Format, type, proofread, generate, and distribute correspondence, reports, lists, summaries and other materials relative to the assigned area to instructors and other staff members.

Train and provide work direction to student workers as assigned.

Perform other job related duties as assigned.

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

EDUCATION AND EXPERIENCE: Associates Degree Required, Bachelor's Degree preferred in Marketing, Human Resources or other relevant field.

Demonstrated experience in sales and customer service

Proven, excellent interpersonal communication skills

Proven, excellent organizational skills.

Ability to communicate clearly, both in person and over the phone.

Valid driver's license and current automobile insurance

Ability to travel locally to sites as needed.

LANGUAGE SKILLS:

Ability to read and interpret regulatory policies such as those required by Title 5.

Ability to write routine reports and correspondence using correct English usage, grammar, spelling, punctuation and vocabulary.

Ability to effectively present information in person or on the telephone to students, staff or the public.

Ability to speak effectively before groups of students and staff.

MATHEMATICAL SKILLS:

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

REASONING ABILITY:

Ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form.

Ability to deal effectively with problems involving several elements in regular situations.

Ability to learn quickly and apply specific rules, policies and procedures of the program and function to which assigned.

CERTIFICATES, LICENSES, REGISTRATIONS:

None are required for this classification.

OTHER SKILLS AND ABILITIES:

Demonstrate knowledge of:

Modern office practices, procedures and equipment, including letter and report writing, record-keeping, receptionist and telephone techniques.

Demonstrate competence in the use and operation of computer software systems and applications such as Microsoft Word, Excel, and PowerPoint, Front Page, Publisher, Outlook and Access database design.

Operate office equipment including copier, calculator, facsimile machine, and others.

Work independently with minimal direction.

Format, type, proofread, and distribute documents and other written materials.

Meet schedules and timelines.

Maintain accurate site records.

Plan and organize work.

Establish and maintain effective and cooperative working relationships with others.

Work confidentially with discretion.

Demonstrate a sensitivity to relate to persons with diverse socio-economic, cultural, and ethnic backgrounds, including the disabled.

Assist potential internship sites in understanding and training according to the principles of Occupational Education.

PHYSICAL DEMANDS:

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

While performing the duties outlined in this classification, employees in this classification are regularly required to sit for long periods of time, use hands and fingers to operate an electronic keyboard or other office machines, reach with hands and arms, stoop or kneel or crouch to file, speak clearly and distinctly to answer telephones and to provide information; and hear and understand voices over telephone and in person. Employees in this classification are frequently required to drive to outside locations and interact with local employers. Potential sites range from retail space to factory settings.

Employees assigned to this classification frequently must lift, carry and/or move objects weighing up to 10 pounds.

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

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

The work assigned to this classification is typically performed in a combination of an instructional program office environment and potential off campus worksites ranging from indoor retail, factory, construction sites or agriculture. While performing the duties of this classification, the employee regularly is subjected to frequent interruptions. The environment is moderately noisy.

Work hours are generally Monday through Friday but occasional evening and weekends are required to meet the various time schedules of Internship Sites.

RA/mm 03-31-17
Board Approved:

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: NEW CLASSIFIED SCHOOL EMPLOYEES
ASSOCIATION (CSEA) JOB DESCRIPTION, STUDENT
AFFAIRS SPECIALIST

REQUESTED ACTION:

Information OR Approval
 Consent OR Non-Consent

SUMMARY:

The following job description is presented for Governing Board approval. The attached job description establishes a new Classified School Employees Association (CSEA) position. This position will coordinate the student activities area, assist in advising the Student Association, assist in planning and coordinating college club activities, college programs and cultural activities. Position will be placed on Range 15 of the California School Employees Association Salary Schedule. The proposed position has been vetted through CSEA.

STUDENT SUCCESS IMPACT:

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

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

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

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

May 26, 2017

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

May 26, 2017
**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

**SOLANO COMMUNITY COLLEGE DISTRICT
CLASS SPECIFICATION**

CLASS TITLE: Student Affairs Specialist

BASIC FUNCTION:

Under the direction of an assigned administrator, coordinates the student activities area; assists in advising the Student Association; assists in planning and coordinating college club activities, college programs and cultural activities.

DISTINGUISHING CHARACTERISTICS:

An employee assigned to this class reports directly to the Vice President, Student Services.

REPRESENTATIVE DUTIES:

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

- Manages the Student Center including taking reservations for meetings and functions; coordinates setups for campus community events; monitors the daily student traffic; and handles requests.
- Maintains a calendar of student activities programs and services for presentation to supervisors and student groups; oversees and assists college clubs and organizations in the planning and coordination of educational, social, cultural and community services activities; and oversees student assistants.
- Serves as a resource person to students and staff; assists in the development and supervision of student organizations consistent with the philosophy of the Solano Community College District; and provides orientation and assistance to club faculty advisors and student officers.
- Prepares, updates, and distributes student club/organizational handbook and student leadership training handbook; assists in preparing annual reports for the student activities area; and assists in preparing the student activities area goals, objectives, and operational budget requests for the review and approval of the appropriate dean.
- Oversees the preparation and distribution of the Student Activities weekly bulletin; explains college, district, and state policies and standards governing student organizations and college student activities; and plans, coordinates, and oversees special college student activities events and tournaments involving faculty, staff, students and community members.
- Consults with administrators and faculty in order to develop new programs, projects and services related to students' needs and interests; plans and coordinates college hour programs; and attends appropriate conferences, workshops and staff meetings as assigned.

- Refers students to the Student Association for community involvement programs; assists in advising the Student Association in a variety of matters including: budget planning, preparation, expenditures, activities, services and student elections; and prepares periodic reports.
- Oversees day and evening activities sponsored by the Student Association if the coordinator is not available; coordinates and/or attends graduation exercises; and performs related duties as required.

Secondary Functions:

Perform additional job-related duties, as assigned.

MINIMUM QUALIFICATIONS:

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

EDUCATION AND EXPERIENCE:

Bachelor's degree in psychology, sociology, recreation administration, counseling, or related fields from an accredited college or university (preferred). NOTE: Additional qualifying experience may be substituted for up to two years of the required education on a year-for-year basis. Two years of responsible experience in student affairs on a college campus or in a community agency that initiates and administers community service programs.

KNOWLEDGE OF:

Knowledge of elements of correct English usage, spelling and vocabulary; letter and report writing procedures; and general office operations.

Knowledge of computers, including word processing, Internet usage, and database management.

Knowledge of the objectives of the student activities area and its relationship to the philosophy of the college and the educational growth and development of a large and diverse student populace; college programs and student services; and practices and trends in the student activities/development field.

Knowledge of techniques of fact finding and interviewing.

Knowledge of general Student Services procedures; organization, functions and activities of a community college; the budget preparation process; and principles of leadership.

SKILLS IN:

Skill in listening to what other people are saying and asking appropriate questions; being aware of others' reactions and understanding why they react the way they do; and in adjusting actions in relation to others' actions.

Skill in identifying the nature of problems; developing approaches for implementing an idea or solution to a problem; and in evaluating the likely success of an idea in relation to the demands of the situation.

Skill in communicating effectively with others orally and in writing as indicated by the needs of the audience; understanding written sentences and paragraphs in work related documents; and in working in a multi-lingual environment.

ABILITY TO (ESSENTIAL FUNCTIONS):

The ability to perform the basic functions of the position; sustain regular work attendance; work cooperatively and effectively with the public, students, faculty and staff; exercise initiative and good judgment; work as a member of a team; and meet schedules and time lines.

The ability to maintain accurate and complete records; and explain and interpret the function of student services.

The ability to understand and carry out oral and written directions; read and understand information and ideas presented in writing; and speak to large groups.

The ability to accept assigned procedures toward completion of tasks; compile data and prepare reports; and analyze and solve problems.

The ability to make responsible decisions affecting students and student programs; effectively communicate college and district standards and procedures to students and the public; coordinate, plan, and schedule various activities and events; and advise and guide large groups in organizational functions.

PHYSICAL DEMANDS:

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

While performing the duties outlined in this classification, employees in this classification are regularly required to stand and sit for long periods of time, walk short distances on a regular basis, use hands and fingers to operate an electronic keyboard or other office machines, reach with hands and arms, stoop or kneel or crouch to file, speak clearly and distinctly to answer telephones and to provide information; and hear and understand voices over telephone and in

person. Employees in this classification must regularly lift, carry and/or move object weighing up to 10 pounds.

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

WORK ENVIRONMENT:

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

The work assigned to this classification is typically performed in the Student Development Office. Incumbents in this position may sit for extended periods of time using a personal computer. While performing the duties of this classification, the employee regularly is exposed to extensive contact with students, continual interruptions and the risks of computer-generated video radiation. While performing the duties of this classification, the employee is occasionally exposed to outdoor weather conditions. The work environment is moderately noisy.

TYPICAL EQUIPMENT USED (May include, but not limited to):

Computer, fax machine, copier, and printer.

RA/GB 04/28/17

Board Approved:

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

TO: **Members of the Governing Board**

SUBJECT: **SUMMER WORK SCHEDULE**

REQUESTED ACTION:

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

SUMMARY:

The summer work schedule options are being presented to the Governing Board for approval. Solano Community College will be open for business Monday to Friday during the 2017 summer session. The District has approved for departments to have an alternate work schedule so long as the core needs of the District are met. The alternative work schedules are dependent on department needs and staff availability. The schedule will begin June 5, 2017 and end July 28, 2017. The following are the summer schedule options:

- 5/8 schedule (5 days a week, 8 hours a day) – CSEA/Local 39/ALG
- 4/10 schedule (4 days a week, 10 hours a day) – CSEA/Local 39/ALG
- 9/80 schedule (8 days at 9 hours, 9th day at 8 hours, and 10th day off) – CSEA/ALG

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: 88040</i>	<i>Board Policy: N/A</i>	<i>Estimated Fiscal Impact: N/A</i>
SUPERINTENDENT’S RECOMMENDATION:	<input checked="" type="checkbox"/> APPROVAL	<input type="checkbox"/> DISAPPROVAL
	<input type="checkbox"/> NOT REQUIRED	<input type="checkbox"/> TABLE

Mary Jones.
Human Resources

PRESENTER’S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7263

TELEPHONE NUMBER

VICE PRESIDENT APPROVAL

May 26, 2017

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

May 26, 2017

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: RENEWAL OF STUDENT INSURANCE POLICY
FOR THE 2017-2018 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 2017-2018. The renewal policy covers Basic Coverage for students/intercollegiate athletes, Super Catastrophic Coverage for intercollegiate athletes, and Catastrophic Coverage for students only.

General Fund	\$33,083
Health Services	<u>\$33,083</u>
Total:	\$66,166

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: N/A</i>	<i>Board Policy: 5420</i>	<i>Estimated Fiscal Impact: \$66,166</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 APPROVAL

May 26, 2017

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

May 26, 2017

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

Southern California Office
10801 National Blvd., Suite 603
Los Angeles, CA 90064
(310) 826-5688
(310) 826-1601 Fax
◆◆◆
951 St. Andrews Drive
Upland, CA 91786
(800) 367-5830

Insurance - All Forms
Athletic & Football Coverage
University Accident & Health Insurance
College Accident & Health Insurance
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Northern California Office
105 Clemsford Square
Folsom, CA 95630
(800) 367-5830
(310) 826-1601 Fax

www.studentinsuranceusa.com



e-mail: info@studentinsuranceusa.com

May 15, 2017

Mr. Yulian Ligioso, VP, Finance & Administration
SOLANO COUNTY CCD
4000 Suisun Valley Road
Fairfield, CA 94534

Re: SOLANO CCD / 2017-2018 Accident Insurance Renewal

Dear Mr. Ligioso:

Thank you for renewing the accident coverage for the year 2017-2018. We sincerely appreciate your business. In order to bind coverage with ANTHEM Blue Cross and AIG, please review, sign and return the document to our office.

BENEFITS AS PER CERTIFICATE OF INSURANCE BINDER – Plan B

- 1) All Students
- 2) Athletes, managers, and student trainers
- 3) All Registered Students and dependent children in a day care facility on campus

BASIC Coverage Accident Maximum:	\$25,000.00	Athletes
	\$50,000.00	Students/Child of Student in Child Care Facility
AD&D Benefits	Loss of Life	\$7,500.00
	Dismemberment	[Single: \$1,000.00/Double: \$5,000.00]
CATASTROPHIC Coverage Maximum:	\$1,000,000.00	Athletes and Students

Sports Included:

Men's Sports: Baseball, Basketball, Swim/Dive, Tennis

Women's Sports: Basketball, Soccer, Softball, Swim/Dive, Tennis, Volleyball

Policy Term: 8/1/17 – 8/1/18

Premium: \$66,166.00

Termination: This is a pooled plan. Notice of withdrawal from the S.A.I.N pool must be provided by Solano College to: S.A.I.N. c/o STUDENT INSURANCE in writing no less than 90 (ninety) days prior to the termination date of August 1, 2018.

Signature of Authorized School Representative

Date

Print Name and Title of Authorized School Representative

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

TO: **Members of the Governing Board**

SUBJECT: **RENEWAL AGREEMENT WITH STRATA
INFORMATION GROUP (SIG) FOR INTERIM CHIEF
TECHNOLOGY OFFICER CONSULTING SERVICES**

REQUESTED ACTION:

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

SUMMARY:

Board approval is requested to renew a contract with Strata Information Group, a company that specializes in IT consulting for Higher Education. An Interim “Chief Technology Officer” is required to backfill a vacant position while the District hiring process for the CTO position is carried out.

The agreement is from July 1, 2017 through April 30, 2018, or until the position is filled. Total contract amount not to exceed \$242,000.

A copy of the contract is attached.

STUDENT SUCCESS IMPACT:

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

<i>Ed. Code:</i> N/A	<i>Board Policy:</i> 3225	<i>Estimated Fiscal Impact:</i> \$242,000
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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

May 26, 2017

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

May 26, 2017

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

Strata Information Group
Statement of Work (SOLANO-SOW107-CTO-EXT1)
May 30, 2017

Solano Community College District

Interim Chief Technology Officer

Under the terms of this Statement of Work, Strata Information Group (SIG) will provide consulting services for the staff of Solano Community College District (SCCD) as directed, to perform the following work.

Description of Work:

SCCD is requesting an extension of the existing Interim Chief Technology (CTO) consulting services provided by SIG. The proposed timeline is for ten (10) months or until position is filled.

Time Range: July 1, 2017 – April 30, 2018 (*Note: Any services provided beyond this timeframe will be additionally billed*)

Proposed Services:

Tasks	Number of Weeks
Interim management and oversight for the IT Department as CTO – weekly FIXED FEE engagement at 38 hours per week.	36 - 44
Total Weeks:	36 - 44

Summary of Estimated Costs:

Labor:	Travel Expenses:	Total Cost:
\$198,000 - \$242,000	\$0 (included)	\$198,000 - \$242,000

Breakdown of Costs:

- 32 hours / 4 days per week (on-site)
- 3 hours of remote support per week
- 3 hours of travel per week
- Travel expenses included
- Weekly cost to Solano is \$5,500

For Solano Community College District:

 Yulian Ligioso Date
 Vice President, Finance and Administration

For Strata Information Group:

DocuSigned by:

 60B15929487D4AB... May-30-2017

 Frank M. Vaskelis Date
 Vice President and Chief Financial Officer

General Outline of Services

These services may change depending on SCCD's priorities, needs, and availability of staff, funding and other resources.

Detailed tasks:

As directed by the management team of SCCD, the assigned SIG CTO will assist with the following types of projects and IT initiatives.

- Assist with planning and IT infrastructure specifications related to construction projects from the Measure Q Bond
- Revise/maintain the IT Strategic Plan
- Improve communications with IT and the College community
- Participate actively as part of the College's management team
- Coordinate the installation new equipment and develop an equipment replacement schedule for campus technology
- Lead the implementation of the Degree Works™ project
- Work with the IT staff to upgrade Banner® and Luminis®
- Evaluate and analyze the potential of migrating IT applications and services to a cloud environment
- Assist, as needed, with the accreditation self-study

SIG assumptions and access requirements to be provided by SCCD, as applicable:

- Provide a designated, single point of contact for SIG staff to coordinate planning and logistical needs.
- Provide secure remote access to all required systems, software tools, or applications as required with the most current data available for SIG staff access.
- Assist with installation and configuration of necessary hardware and software agreed upon prior to SIG beginning its work.
- Provide existing documentation as determined in initial conference calls.
- Provide access to IT staff, key functional users, or other staff as needed in a timely manner throughout the engagement.
- Provide timely technical support to the SIG consultant(s) when needed; SIG's ability to perform requires timely support from the SDCCD staff.
- Advise SIG of vacations, holidays, hardware maintenance, planned power outages, or other scheduled activities that would impact delivery of service.

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AMENDMENT #2 TO DOVETAIL FOR
 FURNITURE, FIXTURES AND EQUIPMENT
 CONSULTING SERVICES FOR THE BIOTECHNOLOGY
 & SCIENCE BUILDING PROJECT**

REQUESTED ACTION:

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

SUMMARY:

On March 18, 2015 the Board approved a consulting services agreement in the amount not to exceed \$109,800 to Dovetail to provide planning and coordination services for furniture, fixtures and equipment procurement, coordination and implementation for the new Biotechnology and Science Building at the Vacaville Center.

On December 16, 2015 the Board approved an amendment to the agreement for additional services

CONTINUED ON THE NEXT PAGE

STUDENT SUCCESS IMPACT:

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

<i>Ed. Code:</i>	<i>Board Policy: 3225; 3520</i>	<i>Estimated Fiscal Impact: \$1,950 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 & Administration

VICE PRESIDENT APPROVAL

May 26, 2017

**DATE SUBMITTED TO
 SUPERINTENDENT-PRESIDENT**

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

 May 26, 2017
**DATE APPROVED BY
 SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AMENDMENT #2 TO DOVETAIL FOR
FURNITURE, FIXTURES AND EQUIPMENT
CONSULTING SERVICES FOR THE BIOTECHNOLOGY
& SCIENCE BUILDING PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

to prepare documentation in bidding format, facilitate the bidding process through District Procurement, and manage implementation of OFOI items to completion.

Board approval is now requested for the attached Amendment #2 to increase the original professional services agreement with Dovetail to provide planning and implementation services for shelving in Biotech Storage Room 114, which was not included in the original scope of work.

\$ 109,800.00 Original Contract Amount
\$ 47,600.00 Previously Approved Amendment
\$ 1,950.00 Proposed Amendment #2
\$ 159,350.00 New Contract Amount

The Board is asked to approve this contract Amendment #2 to Dovetail in an amount not to exceed \$1,950.00.

The contract amendment 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 TO FIRST CARBON SOLUTIONS FOR ENVIRONMENTAL CULTURAL RESOURCES MONITORING SERVICES FOR THE SCIENCE BUILDING (PHASE I) PROJECT

REQUESTED ACTION:

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

SUMMARY:

On September 17, 2015 the Board approved a professional services agreement in the amount not to exceed \$65,700 to First Carbon Solutions to provide environmental planning services to meet California Environmental Quality Act (CEQA) requirements for an Initial Study/Mitigated Negative Declaration for the Fairfield Campus Science Building (Phase I) Project.

Board approval is requested for the attached Amendment #1 to increase the original professional services agreement with First Carbon Solutions to provide CEQA required mitigation cultural

CONTINUED ON THE NEXT PAGE

STUDENT SUCCESS IMPACT:

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

<i>Ed. Code:</i>	<i>Board Policy: 3225; 3520</i>	<i>Estimated Fiscal Impact: \$30,200 Measure Q</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 & Administration <hr/> VICE PRESIDENT APPROVAL		<hr/> May 26, 2017 DATE APPROVED BY SUPERINTENDENT-PRESIDENT
May 26, 2017 <hr/> DATE SUBMITTED TO SUPERINTENDENT-PRESIDENT		

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AMENDMENT #1 TO FIRST CARBON
SOLUTIONS FOR ENVIRONMENTAL CULTURAL
RESOURCES MONITORING SERVICES FOR THE
SCIENCE BUILDING (PHASE I) PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

resources monitoring by a qualified archaeologist of ground excavation work for the new Science Building.

The contract amount has been established to allow up to 272 hours of monitoring. However, consultant will bill only actual hours of monitoring required by construction ground disturbing activities.

\$ 65,700.00 Original Contract Amount
\$ 30,200.00 Proposed Amendment #1
\$ 95,900.00 New Contract Amount

The Board is asked to approve this contract Amendment #1 to First Carbon Solutions in an amount not to exceed \$30,200.

The contract amendment 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 TO VAN PELT
 CONSTRUCTION SERVICES FOR CONSTRUCTION
 MANAGEMENT SERVICES FOR BUILDING 1200
 THEATER RENOVATION PROJECT**

REQUESTED ACTION:

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

SUMMARY:

On August 20, 2014 the Board approved a professional services agreement in the amount not to exceed \$466,000 to Van Pelt Construction Services to provide construction management services for the Building 1200 Theater Renovation Project.

Board approval is requested for the attached Amendment #1 to increase the original professional services agreement with Van Pelt Construction Services for additional close-out phase construction management services 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: Renovate instructional space and update equipment

<i>Ed. Code:</i>	<i>Board Policy: 3225; 3520</i>	<i>Estimated Fiscal Impact: \$15,000 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
 Vice President, Finance & Administration

VICE PRESIDENT APPROVAL

May 26, 2017

**DATE SUBMITTED TO
 SUPERINTENDENT-PRESIDENT**

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

 May 26, 2017
**DATE APPROVED BY
 SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AMENDMENT #1 TO VAN PELT
CONSTRUCTION SERVICES FOR CONSTRUCTION
MANAGEMENT SERVICES FOR BUILDING 1200
THEATER RENOVATION PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

\$ 466,000.00 Original Contract Amount

\$ 15,000.00 Proposed Amendment #1

\$ 481,000.00 New Contract Amount

The Board is asked to approve this contract Amendment #1 to Van Pelt Construction Services in an amount not to exceed \$15,000.

The contract amendment 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 CHANGE ORDER #12 TO BHM
 CONSTRUCTION INC. FOR BUILDING 1200
 PERFORMING ARTS RENOVATION (PHASE 1) PROJECT**

REQUESTED ACTION:

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

SUMMARY:

Board approval is requested for Change Order #12 to the contract with BHM Construction Inc. for the Building 1200 Performing Arts Renovation Project. On September 16, 2015 the Board approved a contract to BHM Construction for the Building 1200 Performing Arts Renovation Project. Construction for this project began on November 4, 2015 after receiving approval of funds from the State Chancellor's Office.

During the course of construction a number of unforeseen conditions were encountered and clarifications to the drawings were made which required or will require additional work.

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:</i>	<i>Estimated Fiscal Impact: \$84,754 Measure Q/State 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

May 26, 2017

**DATE SUBMITTED TO
 SUPERINTENDENT-PRESIDENT**

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

May 26, 2017

**DATE APPROVED BY
 SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT CHANGE ORDER #12 TO BHM
CONSTRUCTION INC., FOR BUILDING 1200
PERFORMING ARTS RENOVATION (PHASE 1) PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

This work was not part of the original contract with BHM Construction, necessitating a change order for the following items:

- Section of existing sidewalk at north side of building was removed to repair a valve for the fire water line.
- Retain waterproofing consultant to review water penetration in elevator pit and provide recommendations and inspection of work.
- Add electrical convenience outlet at Dressing Room 1235 for under counter owner furnished refrigerator.
- RFI 26 – Install carpet at stair leading to Control Booth.
- RFI 323 – Provide electrical circuiting and sequence of operations for exhaust fan in Room 1254.
- Retain waterproofing consultant to review water penetration in orchestra pit and provide recommendations and inspection of work.
- RFI 322 – Add smoke detector and necessary fire alarm system reprogramming, required by code.
- Waterproofing orchestra pit, per recommendations of waterproofing consultant.
- ASI 55 – Added roof walk pads for access to AHU 6.
- ASI 53 – District requested AV modifications to (5) classrooms, including projector screens, cabling, data terminations and outlets.
- ASI 57 – Added and relocated lighting in Stair 1288 required for safety.
- ASI 56 – Owner requested installation of (23) owner furnished wireless access points.
- ASI 50 – Added required safety cables, per DSA field inspector direction, for light fixtures in auditorium.

This change order is within the previously approved budget for the project, with the change being funded by Measure Q/State funding.

\$13,697,024.00	Original Contract Sum
\$ 1,031,481.53	Previous Approved Change Orders
\$ <u>84,754.00</u>	This Proposed Change Order
\$14,813,259.53	New Contract Sum Including This Change Order

The Board is asked to approve this Change Order #12 to BHM Construction Inc. in the amount of \$84,754.



Change Order

Solano Community College District
 4000 Suisun Valley Road
 Fairfield, CA 94534
 Tel: 707-864-7189 Fax: 707-207-0423

Kitchell CEM

Change Order # 12
 Project No.: 14-014
 Date: 7-Jun-17

DSA File No.: 48-C1
 DSA App. No.: 02-113590

Project: Solano Community College District
 Building 1200 Fairfield Campus
 B1200 Theater Renovation

LPAS
 24822 Natomas Park Dr
 Sacramento, California 94558

To: BHM Contracting
 221 Gateway Rd W Suite 405
 Napa, California 94534

The Contract is Changed as Follows:

CPE No.

114	A section of existing sidewalk at north side of the building was removed to repair a valve for the fire water line.	\$1,198.00
154	Retain waterproofing consultant to review water penetration in elevator pit and provide recommendations and inspection of work.	\$2,471.00
158	Add electrical convenience outlet at Dressing Room 1235 for under counter owner furnished refrigerator.	\$426.00
160	RFI 26 - Install carpet at stair leading to Control Booth.	\$2,667.00
166	RFI 323 - Provide electrical circuiting and sequence of operations for exhaust fan in Room 1254.	\$1,716.00
167	Retain waterproofing consultant to review water penetration in orchestra pit and provide recommendations and inspection of work.	\$2,471.00

169	RFI 322 - Add smoke detector and necessary fire alarm system reprogramming, required by code.	\$4,974.00
170	Waterproofing orchestra pit, per recommendations of waterproofing consultant.	\$11,961.00
171	ASI 55 - Added roof walk pads for access to AHU-6.	\$3,972.00
174	ASI 53 - District requested AV modifications to (5) classrooms, including projector screens, cabling, data terminations and outlets.	\$27,927.00
176	ASI 57 - Added and relocated lighting in Stair 1288 required for safety.	\$1,360.00
177	ASI 56 - Owner requested installation of the (23) owner furnished wireless access points.	\$14,505.00
178	ASI 50 - Added required safety cables, per DSA field inspector direction, for light fixtures in auditorium.	\$9,106.00

TOTAL COST OF CHANGE ORDER	ADD	\$84,754.00
	Deduct	\$0
FINAL CHANGE ORDER AMOUNT		\$84,754.00

Original Contract Sum:		\$ 13,697,024.00
Total change By Previous Change Orders:		\$ 1,031,481.53
Contract Sum Prior to This Change Order:		\$ 14,728,505.53
Original Contract Sum will be Increased by This Change Order:		\$84,754.00
The New Contract Sum Including This Change Order Will Be:		\$ 14,813,259.53
The New Contract Completion Date Will Be:		21-May-17
Contract Time Will be Unchanged by This Change Order:		0 Days
The date of substantial completion as of the of this change order is		21-May-17

ARCHITECT:

LPAS
2484 Natomas Park Drive, Suite 100
Sacramento, California 94534

Date: _____

(Affix stamp here)

CONTRACTOR:

BHM Construction Inc.
221 Gateway Road West, Suite 405
Napa, California 94558

Date: _____

(Affix stamp here)

OWNER:

Lucky Lofton
Executive Bond Manager
Solano Community College District

Date: _____

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AWARD TO DELL EMC FOR
PROFESSIONAL SERVICES FOR THE IT
INFRASTRUCTURE IMPROVEMENTS (PHASE 2)
PROJECT**

REQUESTED ACTION:

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

SUMMARY:

Board approval is requested to award a professional services contract to Dell EMC for Reconfiguration of VMware View Environment for the IT Infrastructure Improvements (Phase 2) Project.

On November 19, 2015, the Board approved a Contract with Cornerstone Technologies LLC for services to virtualize the desktop environment at the Vallejo Center. That work was not fully successful

CONTINUED ON THE NEXT PAGE

STUDENT SUCCESS IMPACT:

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

<i>Ed. Code:</i>	<i>Board Policy: 3225; 3520</i>	<i>Estimated Fiscal Impact: \$19,900 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 & Administration

VICE PRESIDENT APPROVAL

May 26, 2017

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

May 26, 2017

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AWARD TO DELL EMC FOR
PROFESSIONAL SERVICES FOR THE IT
INFRASTRUCTURE IMPROVEMENTS (PHASE 2)
PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

and the contract terminated early with a credit back to the District in the amount of \$9,180. Cornerstone is an authorized partner with Dell under State Contract number 7-15-70-34-003.

At this time, the SCCD Information Technology Department has requested and recommended SCCD continue the work by awarding a contract directly to Dell EMC. The work of this contract is to reconfigure the VMware View environment which resides in a Dell VRTX chassis, for relocation from the Vallejo Center to the Fairfield Campus.

The Governing Board is asked to approve a professional services contract to Dell EMC in an amount not to exceed \$19,900.

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: REVISED TRAFFIC SIGNAL EQUIPMENT EASEMENT
TO CITY OF VACAVILLE FOR VACAVILLE CENTER
INTERSECTION IMPROVEMENTS PROJECT

REQUESTED ACTION:

- Information OR Approval
 Consent OR Non-Consent

SUMMARY:

On March 15, 2017 the Board approved three traffic signal equipment and public sidewalk easements to the City of Vacaville to provide for City access to service their vehicle sensor equipment in portions of Vacaville Center and Annex driveways, and to maintain sidewalk ramps at the Annex driveway.

Subsequently, the City requested that one of the traffic signal poles be placed in slightly different

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

<i>Ed. Code:</i>	<i>Board Policy: 3225; 3520</i>	<i>Estimated Fiscal Impact: None</i>
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SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Lucky Lofton
Executive Bonds Manager

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 863-7855

TELEPHONE NUMBER

Yulian Ligioso
Finance & Administration

VICE PRESIDENT APPROVAL

May 26, 2017

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

Dr. Celia Esposito-Noy
Superintendent-President

May 26, 2017

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: REVISED TRAFFIC SIGNAL EQUIPMENT EASEMENT
TO CITY OF VACAVILLE FOR VACAVILLE CENTER
INTERSECTION IMPROVEMENTS PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

location. This necessitates a revision to one of the easements on Annex property, APN 133-190-520.

Board approval is requested for approval of the revised traffic signal equipment easement to the City of Vacaville per attached legal description and plot map prepared by District's consultant Omni Means and its professional land surveyor, and dated 5/23/17.

The Board is asked to approve the attached revised traffic signal equipment easement to the City of Vacaville.

The easement legal descriptions and plot maps are 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: RENEWAL OF CVENT AGREEMENT

REQUESTED ACTION:

- Information OR Approval
- Consent OR Non-Consent

SUMMARY:

This item is to approve renewal of an annual agreement with Cvent to provide event registration website services for the Small Business Sector grant project. Cvent’s services will be used to host registration websites for events such as the Small Business Educators Conference, Contextualized Entrepreneurship Curriculum Collaborative, and regional events hosted by the ten Deputy Sector Navigators. The term of the agreement is from 8/20/2017 to 8/19/2018 and the total cost of the agreement is \$7,915. Funding for the service is budgeted in the Small Business Sector Navigator grant with the California Community College Chancellor’s Office.

Attached is a copy of the sub-agreement.

STUDENT SUCCESS IMPACT:

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

Ed. Code: 81655 Board Policy: 3520 Estimated Fiscal Impact: \$7,915 expense covered by grant

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

VICE PRESIDENT APPROVAL

May 26, 2017

DATE SUBMITTED TO SUPERINTENDENT-PRESIDENT

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

May 26, 2017

DATE APPROVED BY SUPERINTENDENT-PRESIDENT

Customer:	Solano Community College
Services:	Cvent products and services listed below, each subject to the applicable Terms of Use located on the Cvent website at http://www.cvent.com/en/product-terms-of-use.shtml .
Term:	The term is 8/20/2017 to 8/19/2018. Agreement will renew for another term of equal length at then current rates unless Customer gives Cvent 60 days prior written notice of termination. If rates change, Cvent will send Customer written notice of rate change at least 75 days before expiration of term.

Annual Fees & Usage : Version

Maintenance Fee: Online Training, Phone/Email Support, DataStorage/Security	\$1,500	\$2,500	
Minimum Usage Fee: Standard Registrants	\$6,165	\$7,065	(\$6.85 x 900 registrants)
1 Additional User Login	\$250	\$300	
TOTAL ANNUAL FEES (IN USD)	\$7,915	\$9,865	

Price does not include sales tax, which may be applicable in some states or jurisdictions.

Payment Terms

Annual upfront Check/Bank Transfer	Federal Tax ID # FTID Are You Sales Tax Exempt TE1 You will be required to input credit card details upon login to the Cvent system. <small>Please note: The credit card will be used only if "payment by credit card" has been selected on this agreement OR if any invoice is greater than 60 days overdue.</small>
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Overage Fees

† **7.85** per person registered beyond the **900** prepaid registrants. (Overage fees billed quarterly). In lieu of paying this rate per person, the Customer may purchase additional registrants at any point during the term of the agreement and obtain more economical per registrant pricing for the new registrant purchase

Additional Terms

Customer agrees to utilize the Cvent Supplier Network to search and subsequently source their meeting venues and meeting service providers via the eRFP engine embedded within the tool.

Cvent	Customer Address	Billing Address (Same) :	
1765 Greensboro Station Place 7th Floor Tysons Corner, VA 22102 Phone:703.226.3500 Fax: 703.226.3501	Street: 4000 Suisun Valley Road City: Fairfield County: State: CA Zip Code: 94534 Country: US	Street: City: County: State: Zip Code: Country:	
Cvent Signatory	Customer Signatory	Billing Contact Details (Same):	
Name: Daniel Benn Title: Account Manager Email: dbenn@cvent.com Phone: (571) 765-5613 Signature: Date Signed:	Name: Dr. Celia Esposito-Noy Title: Superintendent/President Email: celia.esposito-noy@solano.edu Phone: (707) 864-7000 ext 7112 Signature: Date Signed:	Name: Title: Email: Phone: If applicable, PO Number: Is a PO# applicable? PO#	

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

TO: Members of the Governing Board

**SUBJECT: AFFILIATION AGREEMENT BETWEEN SOLANO
COMMUNITY COLLEGE DISTRICT AND CALIFORNIA
CORRECTIONAL HEALTH CARE
SERVICES/CALIFORNIA DEPARTMENT OF
CORRECTIONS AND REHABILITATION, VACAVILLE,
CALIFORNIA (NEW)**

REQUESTED ACTION:

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

SUMMARY:

A new affiliation agreement (replacing the attached expired clinical experience agreement) between Solano Community College District, the California Department of Corrections and Rehabilitation, and California Health Care Services, is being presented for review and approval by the Governing Board. The term of the agreement is from July 1, 2017 through June 30, 2020.

(Continued on next page)

STUDENT SUCCESS IMPACT:

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

<i>Ed. Code: 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**

Robert J. Gabriel, Ph.D., Dean, School of Health Sciences

PRESENTER’S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7108

TELEPHONE NUMBER

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

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

VICE PRESIDENT APPROVAL

June 7, 2017

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

June 7, 2017

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: AFFILIATION AGREEMENT BETWEEN SOLANO
COMMUNITY COLLEGE DISTRICT AND CALIFORNIA
CORRECTIONAL HEALTH CARE
SERVICES/CALIFORNIA DEPARTMENT OF
CORRECTIONS AND REHABILITATION, VACAVILLE,
CALIFORNIA (NEW)**

(Continued from previous page)

The approval of this agreement benefits the nursing program at Solano Community College by providing students with a clinical 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 California Correctional Health Care Services, P.O. Box 588500, Suite D-2, Elk Grove, CA 95758.

AGREEMENT NUMBER 16-00610
REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME
CALIFORNIA DEPARTMENT OF CORRECTIONS AND REHABILITATION

CONTRACTOR'S NAME
SOLANO COMMUNITY COLLEGE

2. The term of this Agreement is: **July 1, 2017** through **June 30, 2020**
or Upon Approval (whichever occurs later)

3. The maximum estimated amount of this Agreement **\$0.00**
Zero Dollars

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Project Summary	1 Page
Exhibit A-1 – Detailed Scope of Work	12 Pages
Exhibit C* – General Terms and Conditions	GTC 04/2017
Exhibit D – Special Terms and Conditions (Attached hereto as part of this Agreement)	5 Pages
Exhibit E – Business Associate Agreement	4 Pages
Attachment 1 – Affiliation Agreement	1 Page
Attachment 2 – List of Participating Institutions and Facilities	2 Pages
Attachment 3 – Primary Laws, Rules, and Regulations	2 Pages
Attachment 4 – Non Redisclosure Agreement	2 Pages
Attachment 5 – Gate Clearance	1 Page
Attachment 6 – Information Security Agreement	6 Pages

Items shown with an Asterisk (), are hereby incorporated by reference and made part of this agreement as if attached hereto.
 These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language*

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		California Department of General Services Use Only <input checked="" type="checkbox"/> Exempt per: SCM 4.04, A2
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)		
SOLANO COMMUNITY COLLEGE		
BY (Authorized Signature)	DATE SIGNED(Do not type)	
 PRINTED NAME AND TITLE OF PERSON SIGNING Celia Esposito-Noy, Ed.D. Superintendent/President		
ADDRESS 4000 Suisun Valley Road Fairfield, CA 94534-3197		
STATE OF CALIFORNIA		
AGENCY NAME		
California Department of Corrections and Rehabilitation		
BY (Authorized Signature)	DATE SIGNED(Do not type)	
 PRINTED NAME AND TITLE OF PERSON SIGNING Brian Dawley, Manager		
ADDRESS Health Care Support Contracts and Contract Administration Acquisitions Management Section PO Box 588500 Elk Grove, CA95758		

PROJECT SUMMARY

1. SOLANO COMMUNITY COLLEGE (EDUCATIONAL ENTITY), the California Department of Corrections and Rehabilitation (CDCR), and the California Correctional Health Care Services (CCHCS) (hereafter "AFFILIATE"), agree to provide mutually beneficial educational experiences and programs for TRAINEE(S) enrolled at the SOLANO COMMUNITY COLLEGE.
2. The project representatives during the term of this Agreement are below.

Direct all performance/scope of work questions to:

State Agency: California Correctional Health Care Services	Contractor: Solano Community College
Name: Ellen Bachman Executive Director	Name: Robert Gabriel, PhD, MBA, PT Dean, Health Science
Phone: (707) 449-6597	Phone: (707) 864-7208
Fax: (707) 453-7047	Fax: (707) 646-2062
Email: ellen.bachman@vpp.dmh.ca.gov	Email: robert.gabriel@solano.edu
or	
Name: Lance Lemos Staff Services Manager I	
Phone: (916) 691-3283	
Fax:	
Email: lance.lemos@cdcr.ca.gov	

Direct all contract inquiries to:

State Agency: California Correctional Health Care Services	Contractor: Solano Community College
Section/Unit: Health Care Support Contracts	Section/Unit: Health Science
Attention: Carla Samas	Attention: Robert Gabriel, PhD, MBA, PT Dean, Health Science
Address: P.O. Box 588500, Suite D-2 Elk Grove, CA 95758	Address: 4000 Suisun Valley Rd. Fairfield, CA 94534-3197
Phone: (916) 691-2729	Phone: (707) 864-7208
Fax: (916) 691-3941	Fax: (707) 646-2062
Email: carla.samas@cdcr.ca.gov	Email: robert.gabriel@solano.edu

3. EDUCATIONAL ENTITY agrees to provide services in the manner specified herein and as detailed in Exhibit A-1, Detailed Scope of Work.

**AFFILIATION AGREEMENT BETWEEN
SOLANO COMMUNITY COLLEGE
AND
CALIFORNIA DEPARTMENT OF CORRECTIONS AND REHABILITATION**

THIS AFFILIATION AGREEMENT is made and entered into this first day of July, 2017, or upon approval, whichever occurs later, on behalf of SOLANO COMMUNITY COLLEGE (hereafter "EDUCATIONAL ENTITY), and California Correctional Health Care Services/California Department of Corrections and Rehabilitation (CDCR), (hereafter "AFFILIATE"), with reference to the following facts:

WITNESSETH:

WHEREAS, EDUCATIONAL ENTITY conducts approved and accredited medical educational programs for TRAINEE(S) (defined as individual who participates in a clinical or health sciences education rotation/preceptorship as part of their educational program and not in the capacity of a CDCR employee, hereafter collectively referred to as "TRAINEE(S)") and desires access to facilities in which its TRAINEE(S) can obtain broader clinical learning experiences; and

WHEREAS, AFFILIATE maintains facilities which can be used to furnish clinical learning experiences to TRAINEE(S) and desires to have said facilities so used; and

WHEREAS, EDUCATIONAL ENTITY assumes overall responsibility for the development and management of the Programs, including any required accreditation requirements established by the applicable ACCREDITATION ORGANIZATION standards, as well as determine the adequacy of the educational experience of TRAINEE(S)' theoretical background, basic skill, professional ethics, attitude and behavior, and

WHEREAS, it is in the mutual interest and benefit of the parties that TRAINEE(S) obtain their clinical experience at AFFILIATE's facilities in accordance with the requirements of the medical educational program(s) applicable accreditation organization(s) (listed on **Attachment 1**), hereafter collectively referred to as "ACCREDITATION ORGANIZATION";

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants set forth below, the parties agree as follows:

I. RESPONSIBILITIES OF EDUCATIONAL ENTITY - EDUCATIONAL ENTITY agrees that it shall:

A. Establish the educational goals and objectives of its clinical experience programs in a manner consistent with the standards and requirements set forth by EDUCATIONAL ENTITY and the applicable ACCREDITATION ORGANIZATIONS. Such goals and objectives shall reflect EDUCATIONAL ENTITY's commitment to providing the highest quality in education and training programs to TRAINEE(S). A list of EDUCATIONAL ENTITY's educational program(s) that are covered by this Agreement is attached hereto and incorporated herein as **Attachment 1**.

B. Ensure that its clinical experience programs provide appropriate supervision for all TRAINEE(S), as well as an educational rotation and training environment that are consistent with proper patient care, the educational needs, physical and emotional well-being of TRAINEE(S), and the applicable requirements of the ACCREDITATION ORGANIZATIONS.

C. Recruit and select TRAINEE(S) who are appropriately credentialed, licensed, or otherwise authorized to participate in EDUCATIONAL ENTITY clinical experience program(s) which are the subject of this Agreement (hereafter collectively referred to as "Program").

D. For each EDUCATIONAL ENTITY clinical experience program provided for under this Agreement, EDUCATIONAL ENTITY shall designate a member of EDUCATIONAL ENTITY's' faculty to provide coordination, oversight and direction of TRAINEE(S)' educational activities and rotation placement while at AFFILIATE's facilities (hereafter referred to as Program Director(s)"). The Program Director(s) shall also act as liaison(s) with AFFILIATE.

E. Cooperate with AFFILIATE in coordinating and reviewing educational rotation schedules of TRAINEE(S) while at AFFILIATE. The parties agree that such schedules shall reflect EDUCATIONAL ENTITY's educational mission and shall not be compromised by the reliance on TRAINEE(S) to fulfill institutional service obligations.

F. Ensure, in cooperation with AFFILIATE, that TRAINEE(S) assume progressively increasing educational assignments according to their levels of education, ability and experience. EDUCATIONAL ENTITY shall determine the appropriate complexity of assignments provided to each TRAINEE.

G. Provide the names of TRAINEE(S) and their educational assignments, including start and end dates, to AFFILIATE sufficiently in advance to allow for convenient planning of educational rotation schedules.

H. Develop and implement a mechanism for determining evaluation of the performance of TRAINEE(S).

I. Maintain records and reports concerning the education of TRAINEE(S) and of TRAINEE(S)' time spent in the various educational activities referred to in this Agreement, as may be required by EDUCATIONAL ENTITY, ACCREDITATION ORGANIZATIONS and/or for compliance with the regulations, guidelines, and policies or orders of any State or Federal agency or tribunal.

J. Require assigned TRAINEE(S) to:

1. Comply with: AFFILIATE's applicable Medical Staff Bylaws & Rules and Regulations; AFFILIATE's policies, procedures and guidelines; state and federal laws and regulations; the standards and regulations of The Joint Commission (TJC) and the ACCREDITATION ORGANIZATIONS.

2. Participate, to the extent scheduled or otherwise requested by AFFILIATE and approved by EDUCATIONAL ENTITY, in activities and rotation placement that are of educational value and that are appropriate to the course and scope of EDUCATIONAL ENTITY's Program, consistent with the requirements of the applicable ACCREDITATION ORGANIZATIONS;

3. Participate, consistent with the terms of this Agreement, in quality assurance and risk management activities of AFFILIATE designed to identify, evaluate and reduce risk of patient injury.

4. Cooperate in the timely preparation and maintenance of a complete medical record for each patient in whose care TRAINEE(S) participate, on forms provided by the AFFILIATE. The medical record shall, at all times, remain the property of the AFFILIATE.

5. Ensure that the TRAINEE(S) are up to date with the following, which shall be submitted to AFFILIATE upon request:

a. Proof of immunization or positive serology (titer) for rubella, measles, mumps and varicella;

b. Evidence of Hepatitis B either positive antibody titers or immunization;

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- c. Annual proof of negative tuberculosis testing by Purified Protein Derivative (PPD) skin test. Any TRAINEE who has a positive PPD skin test will be required to provide EDUCATIONAL ENTITY with evidence of a negative chest x-ray report taken within one (1) year of his/her initial date of participation in the Program.
 - d. Annual Flu Vaccination
6. Be professionally and appropriately dressed in clothing distinct from that worn by inmates at the AFFILIATE. Specifically, blue denim pants and blue chambray shirts, orange/red/yellow/white/chartreuse jumpsuits and/or yellow rainwear shall not be worn onto AFFILIATE grounds, as this is inmate attire. The EDUCATIONAL ENTITY should contact the AFFILIATE regarding clothing restrictions prior to requiring access to the AFFILIATE to assure the TRAINEE(S) are in compliance.
7. Upon AFFILIATE request, obtain signature from each TRAINEE to be assigned in the educational rotation on a Non Redisclosure Agreement.
8. Upon AFFILIATE request, obtain fingerprinting and clearance by the State through the Department of Justice, Bureau of Criminal Identification and Information.
9. Signed Primary Laws, Rules and Regulations Regarding Conduct and Association With State Prison Inmates.
- K. Upon request, provide AFFILIATE with a copy of EDUCATIONAL ENTITY's Corporate Compliance Program and Campus Code of Conduct, and assign an EDUCATIONAL ENTITY representative to work with AFFILIATE regarding any corporate compliance issues.
- L. Monitor the clinical learning environment and will engage AFFILIATE in addressing negative influences in the learning environment where detected.
- M. EDUCATIONAL ENTITY agrees to provide TRAINEE(S) the Primary Laws, Rules and Regulations Regarding Conduct and Association with State Prison Inmates, for trainee signature, so TRAINEE(S) shall be made aware of and shall abide by the laws, rules and regulations governing conduct in associating with prison inmates.
- N. Will not have TRAINEE(S) at AFFILIATE who are ex-offenders on active parole or probation. Ex-offenders are defined as those who are required to register as a sex offender pursuant to Penal Code Section 290; have an offense history involving a "violent felony" as defined in subparagraph © of Penal Code Section 667.5; or any ex-felon in a position which provides direct supervision of parolees. Ex-offenders who can provide written evidence of having satisfactorily completed parole or probation may be considered for rotation placement by the EDUCATIONAL ENTITY subject to the following limitations: EDUCATIONAL ENTITY shall obtain the prior written approval for the rotation placement of any such ex-offender from the Authorized Administrator; and such ex-offender whose educational rotation will involve administrative or policy decision making, accounting, procurement, cashiering, auditing, or any other business-related administrative function shall be fully bonded to cover any potential loss to the State or EDUCATIONAL ENTITY.
- O. Ensure TRAINEE(S) are cleared prior to providing services. The EDUCATIONAL ENTITY will be required to complete a Request for Gate Clearance for all TRAINEE(S) entering the facility a minimum of thirty (30) working days prior to commencement of TRAINEE(S) educational rotation. The Request for Gate Clearance must include the person's name, social security number, valid state driver's license number or state identification card number, and date of birth. Information shall be submitted to the AFFILIATE'S Program Coordinator or his/her designee. AFFILIATE uses the Request for Gate Clearance to run a California Law Enforcement Telecommunications System check. The check will include the Department of Motor Vehicles check, Wants and Warrants check, and Criminal History check and Live Scan.

At any time, gate clearance may be denied for the following reasons, including, but not limited to: Individual's presence in the institution presents a serious threat to security, individual has been charged with a serious crime committed on institution property, inadequate information is available to establish positive identity of prospective individual, and/or individual has deliberately falsified his/her identity. TRAINEE can also be denied gate clearance for any security incidents or crimes committed after gate clearance is initially granted. If EDUCATIONAL ENTITY learns of any security incidents or crimes committed by the TRAINEE after gate clearance is issued, EDUCATIONAL ENTITY is required to notify AFFILIATE immediately.

All persons entering the facilities must have a valid state driver's license or photo identification card on their person.

II. RESPONSIBILITIES OF AFFILIATE - AFFILIATE agrees that it shall:

A. Maintain adequate staff, facilities, and EDUCATIONAL ENTITY faculty at AFFILIATE locations covered by this Agreement to meet the educational goals and objectives of the EDUCATIONAL ENTITY's Program, and in a manner consistent with the standards and requirements established by EDUCATIONAL ENTITY and the applicable ACCREDITATION ORGANIZATIONS. A list of AFFILIATE's site(s) that are provided for under this Agreement are herein attached as **Attachment 2**.

B. Structure clinical oversight schedules at AFFILIATE's facilities in a manner that assures the Program Director that faculty supervision is readily available to TRAINEE(S).

C. Provide clinical (medical and/or mental health) teaching and oversight and develop systems to minimize the educational rotation schedules of TRAINEE(S) that is extraneous to their educational program(s).

D. Ensure that AFFILIATE preceptors who are providing clinical (appropriate medical and/or mental health) oversight to TRAINEE(S) at AFFILIATE facilities are duly appointed as AFFILIATE employees, and are appropriately credentialed and/or licensed in compliance with applicable ACCREDITATION ORGANIZATION standards. Preceptors at AFFILIATE's facilities who oversee TRAINEE(S)' clinical educational rotation schedule shall do so under the ultimate direction of the Educational Entity's Program Director(s).

E. Cooperate with EDUCATIONAL ENTITY to ensure that TRAINEE(S) are provided the opportunity to assume progressively increasing and appropriate complexity of assignments in accordance with their levels of education, ability, and experience.

F. Conduct formal quality assurance programs and review patient complications and deaths as follows:

1. All TRAINEE(S) shall receive instruction in appropriate quality assurance/performance improvement. The extent possible and in conformance with state law, TRAINEE(S) shall participate in appropriate components of AFFILIATE's quality assurance/performance improvement program.

2. AFFILIATE shall have a medical records system that assures the availability of medical records at all times and documents the course of each patient's illness and care. The medical records system must be adequate to support the education of TRAINEE(S) and quality-assurance/performance improvement activities, and to provide a resource for scholarly activity.

G. Designate, in consultation with EDUCATIONAL ENTITY, an employee of AFFILIATE to coordinate TRAINEE(S)' educational rotation schedules and activities while at AFFILIATE's sites (hereafter "Site Director(s)"). The Site Director(s) shall also act as liaison(s) with EDUCATIONAL ENTITY. Upon execution

of this Agreement, the name(s) of AFFILIATE's Site Director(s) shall be provided to EDUCATIONAL ENTITY's Program Director(s).

H. Implement educational rotation schedules for TRAINEE(S) in conjunction with EDUCATIONAL ENTITY's Program Director and in accordance with EDUCATIONAL ENTITY's educational goals and objectives and the applicable requirements of the Program and ACCREDITATION ORGANIZATIONS, as follows:

1. AFFILIATE shall assist in promoting the Program's educational goals by supporting TRAINEE(S)' learning objectives and avoid excessive reliance on TRAINEE(S) to fulfill institutional service obligations. The parties acknowledge and agree, however, that educational rotation hours must reflect the fact that responsibilities for continuing patient care are not automatically discharged at specific times. Programs must ensure that TRAINEE(S) are provided appropriate backup support when patient care responsibilities are especially unusual, difficult or prolonged.

2. AFFILIATE shall support and will not exceed TRAINEE educational rotation hours in accordance with program and respective ACCREDITATION ORGANIZATION requirements. The structuring of educational rotation hours shall ensure a training environment that is consistent with proper patient care, the educational needs and physical and emotional well-being of TRAINEE(S), and the applicable requirements of the Program..

I. AFFILIATE shall protect the health and safety of TRAINEE(S) on rotation at AFFILIATE's facilities by providing each TRAINEE with the following:

1. Orientation including, but not limited to, information about AFFILIATE's security measures, fire safety and disaster protocols, and any additional recommended personnel safety and security precautions;

2. Instruction in AFFILIATE's policies and procedures for infection control, including the handling and disposal of needles and other sharp objects, and in AFFILIATE's protocols for injuries including those resulting from needle stick injuries and other exposures to blood or body fluids or airborne contaminants;

3. First aid and other emergency treatment on-site, including, but not limited to, immediate evaluation for risk of infection and appropriate follow-up care of TRAINEE in the event of a needle stick injury to or other exposure of TRAINEE to blood or body fluids or airborne contaminants. In the case of suspected or confirmed exposure to the human immune-deficiency virus (HIV) or hepatitis, such follow-up care shall be consistent with the current guidelines of the Centers for Disease Control and the community's standard of care. The initial care and administration of testing and prophylactic therapy shall be paid for by AFFILIATE. Subsequent care shall be paid for pursuant to the mutual agreement of the parties; and

4. Information concerning availability of parking, meals, lockers, and appropriate access to break rooms and bathroom/shower facilities.

J. Maintain its license as a medical facility and comply with all applicable laws, regulations, and applicable ACCREDITATION ORGANIZATION requirements. AFFILIATE shall notify EDUCATIONAL ENTITY within five (5) days of receipt of notice that AFFILIATE is not in compliance with any such laws, regulations.

K. With respect to any professional services performed by TRAINEE(S) under this Agreement, AFFILIATE shall notify EDUCATIONAL ENTITY and its Program Director(s) as follows:

1. Immediately upon initiation of an investigation of a TRAINEE or EDUCATIONAL ENTITY faculty member.

2. Within five (5) days after receipt of service of a complaint, summons or notice of a claim naming a TRAINEE or EDUCATIONAL ENTITY faculty member.
3. Prior to making or accepting a settlement offer in any lawsuit or legal claim in which an EDUCATIONAL ENTITY faculty member or TRAINEE has been named or in which a settlement is being proposed on their behalf; or
4. Prior to making a report to the National Data Bank or the Medical Board of California in which an EDUCATIONAL ENTITY faculty member or TRAINEE is named.

L. Provide TRAINEES access to:

1. Patient support services, such as intravenous services, phlebotomy services, and laboratory services, as well as messenger and transporter services, in a manner appropriate to and consistent with educational objectives and patient care.
2. An effective laboratory and radiologic information retrieval system appropriate for the conduct of the clinical experience programs and provision of quality and timely patient care.
3. Appropriate security measures to protect TRAINEE(S) in all locations, including but not limited to, parking facilities, on-call quarters, hospital and institutional grounds, and related clinical facilities (e.g., medical office building).

M. Cooperate with and assist EDUCATIONAL ENTITY in investigating facts which may serve as a basis for taking any disciplinary or academic action against a TRAINEE, EDUCATIONAL ENTITY faculty member and/or EDUCATIONAL ENTITY employee. EDUCATIONAL ENTITY shall be responsible for the discipline of TRAINEE(S), EDUCATIONAL ENTITY faculty members and/or EDUCATIONAL ENTITY employees in accordance with EDUCATIONAL ENTITY's applicable policies and procedures. EDUCATIONAL ENTITY may, but need not, consult with AFFILIATE concerning any proposed disciplinary action.

Notwithstanding the foregoing, AFFILIATE shall have the right, for good cause and after consultation with EDUCATIONAL ENTITY, to prohibit further attendance at AFFILIATE of any STUDENT; provided, however, that affiliate will not take any action against TRAINEE(S) in an arbitrary or capricious manner. Upon such termination of TRAINEE's educational rotation, EDUCATIONAL ENTITY will use its best efforts to replace the terminated TRAINEE with another TRAINEE as soon as possible.

N. AFFILIATE shall not require any EDUCATIONAL ENTITY faculty or TRAINEE to conduct his/her professional behavior in a manner that would contradict the requirements of EDUCATIONAL ENTITY's corporate compliance program.

O. Reserves the right to conduct a background check on TRAINEE(S) as the AFFILIATE deems necessary to ensure security at all facilities where TRAINEE(S) may be admitted. The AFFILIATE further reserves the right to terminate the Agreement should a threat to security be determined.

P. Enforce the following security regulations:

1. Unless otherwise directed by the entrance gate officer and/or AFFILIATE designee, TRAINEE(S) shall enter the institution through the main entrance gate and park private and nonessential vehicles in the designated visitor's parking lot. TRAINEE(S) shall remove the keys from the ignition when outside the vehicle and all unattended vehicles shall be locked and secured while on institution grounds.

2. Any State owned equipment used by the TRAINEE shall be self-secured by the TRAINEE when not in use, by locking or other means unless specified otherwise.
3. In order to maintain institution safety and security, periodic fire prevention inspections and site searches may become necessary and TRAINEE must furnish keys to institutional authorities to access all locked areas on the worksite. The State shall in no way be responsible for EDUCATIONAL ENTITY's loss due to fire.
4. TRAINEE(S) shall observe all security rules and regulations and comply with all instructions given by institutional authorities.
5. Electronic and communicative devices such as pagers, cell phones and cameras/micro cameras are not permitted on institution grounds.
6. TRAINEE(S) shall not unduly interfere with the operations of the institution.
7. No picketing is allowed on State property.

III. COMPENSATION

There will be no compensation paid under this Agreement.

IV. INDEPENDENT CONTRACTOR

Nothing in this Agreement is intended to create nor shall it be deemed or construed to create any relationship between EDUCATIONAL ENTITY and AFFILIATE hereto other than that of independent entities contracting with each other hereunder solely for the purpose of affecting the provisions of this Agreement. Neither EDUCATIONAL ENTITY nor AFFILIATE hereto, nor any of their respective officers, directors, TRAINEE(S) or employees shall be construed to be the agent, employee or representative of the other.

EDUCATIONAL ENTITY and AFFILIATE agree that each of them shall have sole responsibility for the payment of any and all of its own applicable Federal, State, and Local income taxes and of any and all other taxes, charges and levies, and shall comply with all applicable Federal, State and Local laws and regulations.

V. STATUS OF TRAINEE(S)

A. During the period in which a TRAINEE is placed in an educational rotation at the AFFILIATE, the TRAINEE shall be under the ultimate direction and control of the EDUCATIONAL ENTITY's Program Director or, in the Program Director's absence, his/her designee(s).

B. It is expressly agreed and understood by EDUCATIONAL ENTITY and AFFILIATE that TRAINEE(S) are present at the AFFILIATE's facilities to participate in training activities and educational rotation hours that are of educational value to TRAINEE(S), and that are appropriate to the course and scope of EDUCATIONAL ENTITY's Program and consistent applicable Program and ACCREDITATION ORGANIZATION requirements.

C. EDUCATIONAL ENTITY and AFFILIATE shall ensure that TRAINEE(S) have the opportunity to:

1. Participate in a program of learning that fosters continued professional growth with guidance from the teaching staff.

2. Participate in safe, effective, and compassionate patient care, under supervision commensurate and complexity of assignments to be provided in accordance with their level of educational advancement and responsibility, as determined by EDUCATIONAL ENTITY.
3. Participate fully in the educational and scholarly activities of their program and, as required, assume assignments for teaching and mentoring other TRAINEE(S).
4. Participate, as appropriate, in AFFILIATE programs and medical/nursing staff activities and adhere to established practices, procedures, and policies of the AFFILIATE.
5. Have appropriate representation, where possible, on AFFILIATE committees and councils whose actions affect their education and/or patient care.
6. Submit to the EDUCATIONAL ENTITY's Program Director, at least annually, confidential written evaluations of supervisory faculty and of their educational experiences while at AFFILIATES facilities.

VI. PRIMARY LAWS, RULES AND REGULATIONS REGARDING CONDUCT AND ASSOCIATION WITH STATE PRISON INMATES

EDUCATIONAL ENTITY agrees to provide TRAINEE(S) the Primary Laws, Rules and Regulations Regarding Conduct and Association with State Prison Inmates, for trainee signature, so trainee(s) shall be made aware of and shall abide by the applicable laws, rules and regulations governing conduct in associating with prison inmates. See Attachment 3.

VII. EDUCATIONAL ROTATION PLACEMENT OF TRAINEE(S).

No educational rotation or placement of TRAINEES can commence until after execution commencing on the date set forth in Article XI Term, and subject to the provisions in Section II above, EDUCATIONAL ENTITY may place TRAINEE(S) for rotation at AFFILIATE sites.

VIII. USE OF NAME.

The parties agree that any use of the EDUCATIONAL ENTITY or other similar references to the EDUCATIONAL ENTITY, its physicians or facilities, shall be subject to the prior written approval of the EDUCATIONAL ENTITY in accordance with the provisions of applicable law, including but not limited to California Education Code Section 92000.

IX. PROFESSIONAL AND ADMINISTRATIVE RESPONSIBILITY.

Pursuant to Title 22, Section 70713 of the California Code of Regulations, and to the extent permitted by law and not inconsistent with other provisions of this Agreement, AFFILIATE shall retain professional and administrative responsibility for the services rendered to its patients.

X. TERM.

The term of this Agreement shall commence on July 1, 2017, or upon approval, whichever occurs later and shall continue in effect for three (3) years, through June 30, 2020.

XI. TERMINATION.

A. The State reserves the right to terminate this Agreement subject to thirty (30) days written notice to the EDUCATIONAL ENTITY. EDUCATIONAL ENTITY may submit a written request to terminate this Agreement only if the State should substantially fail to perform its responsibilities as provided herein.

B. However, the Agreement can be immediately terminated for cause. (Refer to GTC, Exhibit C, Item 7, Termination for Cause).

C. This Agreement may be suspended or cancelled without notice, at the option of the EDUCATIONAL ENTITY or the AFFILIATE, if the EDUCATIONAL ENTITY or AFFILIATES's Premises or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event the EDUCATIONAL ENTITY is unable to render service as a result of any action by the governmental authority.

XII. INSURANCE.

A. AFFILIATE, 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:

1. Professional Medical, and Hospital Liability Insurance with financially-sound and reputable companies with minimum limits of five million dollars (\$5,000,000) per occurrence and a general aggregate of ten million dollars (\$10,000,000). If such insurance is written on a claims-made form, it shall continue for five (5) years following termination of this Agreement. The insurance shall have a retroactive date prior to or coinciding with the effective date of this Agreement and a deductible of no more than five hundred thousand dollars (\$500,000). In the event that a claims-made policy is canceled or non-renewed, then the AFFILIATE shall obtain extended reporting (tail) coverage for the remainder of the five (5) year period.

2. Comprehensive or Commercial Form General Liability Insurance with minimum limits of (1) \$1,000,000 each occurrence; (2) \$1,000,000 Personal and Advertising Injury; and (3) \$5,000,000 General Aggregate. If such insurance is written on a claims-made form, it shall continue for five (5) years following termination of this Agreement. The insurance shall have a retroactive date prior to or coinciding with the effective date of this Agreement.

3. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of the parties against other insurable risks relating to performance.

It should be expressly understood; however, that the coverages required under this Section XIII.A.1 and 2 shall not in any way limit the liability of AFFILIATE.

B. EDUCATIONAL ENTITY shall maintain insurance or self-insure its activities in connection with this Agreement by maintaining programs of self-insurance as follows:

1. Professional Medical and Hospital Liability self-insurance with minimum limits of five million dollars (\$5,000,000) per occurrence, with a general aggregate of ten million dollars (\$10,000,000). If such insurance is written on a claims-made form, it shall continue for five (5) years following termination of this Agreement. The insurance shall have a retroactive date prior to or coinciding with the effective date of this Agreement and a deductible of no more than five hundred thousand dollars (\$500,000). In the event that a claims-made policy is canceled or non-renewed, then EDUCATIONAL ENTITY shall obtain extended reporting (tail) coverage for the remainder of the five (5) year period.

2. Comprehensive or Commercial Form General Liability Insurance with minimum limits of (1) \$1,000,000 each occurrence; (2) \$1,000,000 Personal and Advertising Injury; and (3) \$5,000,000 General Aggregate. If such insurance is written on a claims-made form, it shall continue for five (5) years following termination of this Agreement. The

insurance shall have a retroactive date prior to or coinciding with the effective date of this Agreement.

3. Workers' Compensation Self-Insurance Program covering EDUCATIONAL ENTITY's full liability as required by law under the Workers' Compensation Insurance and Safety Act of the State of California as amended from time to time.

4. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of the parties against other insurable risks relating to performance.

It should be expressly understood, however, that the coverage's required under this Section XIII.B.1 and 2 shall not in any way limit the liability of EDUCATIONAL ENTITY.

The coverage's referred to under paragraph 2 of this Section XIII.B shall be endorsed to include AFFILIATE as an additional insured. Such a provision, however, shall only apply in proportion to and to the extent of the negligent acts or omissions of EDUCATIONAL ENTITY, its officers, agents, TRAINEE(S), and/or employees. EDUCATIONAL ENTITY, upon the execution of this Agreement, shall furnish AFFILIATE with Certificates of Self-Insurance evidencing compliance with all requirements. Certificates shall further provide for thirty (30) days' advance written notice to AFFILIATE of any modification, change or cancellation of any of the above self-insurance coverage's.

XIII. CONFIDENTIALITY OF HEALTH INFORMATION (HIPAA)

AFFILIATE and EDUCATIONAL ENTITY agree that all CDCR Patient health information is identified as confidential and shall be held in trust and confidence and shall be used only for the purposes contemplated under this Agreement.

By acceptance of this Agreement, EDUCATIONAL ENTITY is subject to all of the requirements of the federal regulations implementing the Health Insurance Portability and Accountability Act (HIPAA) of 1996; the Health Information Technology for Economic and Clinical Health Act - Public Law 111-005 (HITECH Act), the related privacy and security regulations at 45 CFR Parts 160 and 164; the California Government Code Section 11019.9; California Civil Code Section 56, et seq.; and California Civil Code Section 1798, et seq.; regarding the collections, maintenance, and disclosure of personal and confidential information about individuals. Attached as Exhibit E and incorporated herein is a Business Associate Agreement which memorializes the parties' duties and obligations with respect to the protection, use, and disclosure of protected health information.

XIV. COOPERATION IN DISPOSITION OF CLAIMS

Affiliate and EDUCATIONAL ENTITY agree to cooperate with each other in the timely investigation and disposition of audits, peer review matters, disciplinary actions and third-party liability claims arising out of any services provided under this Agreement or in the operation of the Program. The parties shall notify one another as soon as possible of any adverse event that may result in liability to the other party. It is the intention of the parties to fully cooperate in the disposition of all such audits, actions or claims. Such cooperation may include, but is not limited to, timely notice, joint investigation, and defense, disposition of claims of third parties arising from services performed under this Agreement, and making witnesses available.

To the extent allowed by law, AFFILIATE and EDUCATIONAL ENTITY shall have reasonable and timely access to the medical records, charts, applicable Medical Staff minutes and/or quality assurance data of the other party relating to any claim or investigation related to services provided pursuant to this Agreement; provided, however, that nothing shall require either AFFILIATE or EDUCATIONAL ENTITY to disclose any peer review documents, records of communications which are privileged under Section 1157

of the California Evidence Code, under the Attorney-Client Privilege or under the Attorney Work-Product Privilege.

XV. PATIENT RECORDS

Any and all of AFFILIATE's medical records and charts created at AFFILIATE's facilities as a result of performance under this Agreement shall be and shall remain the property of AFFILIATE. Both during and after the term of this Agreement, EDUCATIONAL ENTITY shall be permitted to inspect and/or duplicate, at EDUCATIONAL ENTITY's expense, any individual charts or records which are: (1) necessary to assist in the defense of any malpractice or similar claim; (2) relevant to any disciplinary action; and/or (3) for educational or research purposes. Such inspection and/or duplication shall be permitted and conducted pursuant to commonly accepted standards of patient confidentiality in accordance with applicable federal, state and local laws, including but not limited to the Health Insurance Portability and Accountability Act (HIPAA).

XVI. ARBITRATION

In the event of any dispute arising between the parties concerning the interpretation or enforcement of the provisions of this Agreement, the parties agree to first attempt in good faith to resolve the dispute between themselves. If the parties are unable to resolve the dispute within thirty (30) days, then all matters in controversy shall be submitted to binding arbitration pursuant to California Code of Civil Procedure, Section 1280, et seq. using the offices of the American Arbitration Association. Arbitration shall be initiated by either party making a written demand for arbitration on the other party and to the American Arbitration Association. Unless the parties can agree on a single arbitrator within ten (10) days from the receipt of the written demand for arbitration, each party shall designate an arbitrator within fifteen (15) days of receipt of the written demand for arbitration. Within seven (7) days of the appointment of two (2) arbitrators, those arbitrators shall designate a third arbitrator. The parties agree that either party to an arbitration may seek judicial review by way of a petition to the court to confirm, correct or vacate an arbitration award pursuant to the provisions of Code of Civil Procedure, Sections 1285 and 1294.2.

XVII. INTERRUPTION OF SERVICE

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

XVIII. ATTORNEYS' FEES

In the event of any action, suit or proceeding, between the parties hereto, the cost of such action, suit or proceeding, including reasonable attorneys' fees, shall be borne by the losing party or, in the case of an arbitration, as determined by the arbitrator.

XIX. SEVERABILITY

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

XX. WAIVER

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

XXI. EXHIBITS AND ATTACHMENTS

Any and all exhibits and attachments attached hereto are incorporated herein by reference and made a part of this Agreement

XXII. MODIFICATIONS AND AMENDMENTS

This Agreement may be amended or modified at any time by mutual written consent of the authorized representatives of both parties. AFFILIATE and EDUCATIONAL ENTITY agree to amend this Agreement to the extent amendment is required by an applicable regulatory authority or due to a change in applicable laws, regulations or programmatic requirements, and the amendment does not materially affect the provisions of this Agreement.

XXIII. ENTIRE AGREEMENT

This Agreement contains all the terms and conditions agreed upon by the parties regarding the subject matter of this Agreement and supersedes any prior agreements, oral or written, and all other communications between the parties relating to such subject matter.

XXIV. NOTICES

All notices required under this Agreement shall be deemed to have been fully given when made in writing and deposited in the United States mail, postage prepaid, certified mail, return receipt requested, and addressed as follows:

TO EDUCATIONAL ENTITY:

SOLANO COMMUNITY COLLEGE
4000 Suisun Valley Road
Fairfield, CA 94534-3197

TO AFFILIATE:

California Correctional Health Care Services
Acquisitions Management Section
Carla Samas
P.O. BOX 588500
Elk Grove, CA 95758

1. BLOOD BORNE PATHOGENS

EDUCATIONAL ENTITY shall adhere to California Division of Occupational Safety and Health (CAL-OSHA) regulations and guidelines pertaining to blood borne pathogens.

2. CLOTHING RESTRICTIONS

While on institution grounds, EDUCATIONAL ENTITY and its TRAINEES shall be professionally and appropriately dressed in clothing distinct from that worn by inmates at the institution. Specifically, blue denim pants and blue chambray shirts, orange/red/yellow/white/chartreuse jumpsuits and/or yellow rainwear shall not be worn onto institution grounds, as this is inmate attire. The EDUCATIONAL ENTITY should contact the institution regarding clothing restrictions prior to requiring access to the institution to assure the EDUCATIONAL ENTITY and their TRAINEES are in compliance.

3. DISCLOSURE

Neither the State nor any State employee will be liable to the EDUCATIONAL ENTITY or its staff or TRAINEES for injuries inflicted by inmates or parolees of the State. The State agrees to disclose to the EDUCATIONAL ENTITY any statement(s) known to State staff made by any inmate or parolee which indicate violence may result in any specific situation, and the same responsibility will be shared by the EDUCATIONAL ENTITY in disclosing such statement(s) to the State.

4. EMPLOYMENT OF EX-OFFENDERS

EDUCATIONAL ENTITY cannot be and will not either directly, or on a sub-contract basis, employ in connection with this Agreement:

- Ex-Offenders on active parole or probation;
 - Ex-Offenders at any time if they are required to register as a sex offender pursuant to Penal Code Section 290 or if such ex-offender has an offense history involving a "violent felony" as defined in subparagraph (c) of Penal Code Section 667.5; or
 - Any ex-felon in a position which provides direct supervision of parolees.
- Ex-Offenders who can provide written evidence of having satisfactorily completed parole or probation may be considered for employment by the EDUCATIONAL ENTITY subject to the following limitations:
 - EDUCATIONAL ENTITY shall obtain the prior written approval to employ any such ex-offender from the Authorized Administrator; and such ex-offender whose assigned duties are to involve administrative or policy decision making, accounting, procurement, cashiering, auditing, or any other business-related administrative function shall be fully bonded to cover any potential loss to the AFFILIATE or EDUCATIONAL ENTITY.

5. EXCISE TAX

The State of California is exempt from federal excise taxes, and no payment will be made for any taxes levied on employees' wages. The State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another state.

6. FINGERPRINTING

The EDUCATIONAL ENTITY and any TRAINEES of the EDUCATIONAL ENTITY may be subject to fingerprinting and clearance by the AFFILIATE through the Department of Justice, Bureau of Criminal Identification and Information.

7. FORCE MAJEURE

Neither party shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failures of performance constitute default, if such delay or failure is caused by "Force Majeure." As used in this section, "Force Majeure" is defined as follows: Acts of war and acts of God such as earthquakes, floods, and other natural disasters such that performance is impossible.

8. PRISON RAPE ELIMINATION POLICY

AFFILIATE is committed to providing a safe, humane, secure environment, free from sexual misconduct. This will be accomplished by maintaining a program to ensure education/prevention, detection, response, investigation and tracking of sexual misconduct and to address successful community re-entry of the victim. AFFILIATE shall maintain a zero tolerance for sexual misconduct in its institutions, community correctional facilities, conservation camps and for all offenders under its jurisdiction. All sexual misconduct is strictly prohibited. As an EDUCATIONAL ENTITY with AFFILIATE, you and your staff, and TRAINEES are expected to ensure compliance with this policy as described in Department Operations Manual, Chapter 5, Article 44.

9. GATE CLEARANCE

EDUCATIONAL ENTITY and its TRAINEES must be cleared prior to providing services. The EDUCATIONAL ENTITY will be required to complete a Request for Gate Clearance for all persons entering the facility a minimum of ten (10) working days prior to commencement of service. The Request for Gate Clearance must include the person's name, social security number, valid state driver's license number or state identification card number and date of birth. Information shall be submitted to the Contract Liaison or his/her designee. AFFILIATE uses the Request for Gate Clearance to run a California Law Enforcement Telecommunications System (CLETS) check. The check will include Department of Motor Vehicles check, Wants and Warrants check, and Criminal History check.

Gate clearance may be denied for the following reasons: Individual's presence in the AFFILIATE'S institution presents a serious threat to security, individual has been charged with a serious crime committed on AN AFFILIATE'S institution property, inadequate information is available to establish positive identity of prospective individual, and/or individual has deliberately falsified his/her identity.

All persons entering AFFILIATE'S facilities must have a valid state driver's license or photo identification card on their person.

10. INSPECTION OF SERVICES

Services performed by EDUCATIONAL ENTITY under this Agreement shall be subject to inspection by the AFFILIATE at any and all times during the performance thereof.

If the AFFILIATE's official conducting the inspection determines that the services performed by EDUCATIONAL ENTITY (and/or materials furnished in connection therewith) are not in accordance with the specification, AFFILIATE may, at its option, have the work performed by an alternate provider, charging the EDUCATIONAL ENTITY with any excess cost occasioned thereby. (If applicable)

11. LIABILITY FOR LOSS AND DAMAGES

Any damages by the EDUCATIONAL ENTITY or TRAINEES to the AFFILIATE'S facility including equipment, furniture, materials or other State property will be repaired or replaced by the EDUCATIONAL ENTITY to the satisfaction of the State at no cost to the State. The State may, at its option, repair any such damage and invoice the EDUCATIONAL ENTITY for the cost thereof for the repairs. (If applicable)

12. LIABILITY FOR NONCONFORMING WORK

The EDUCATIONAL ENTITY will be fully responsible for ensuring that the completed work conforms to the agreed upon terms. If nonconformity is discovered prior to the EDUCATIONAL ENTITY's deadline, the EDUCATIONAL ENTITY will be given a reasonable opportunity to cure the nonconformity. If the nonconformity is discovered after the deadline for the completion of the project, AFFILIATE, in its sole discretion, may use any reasonable means to cure the nonconformity. The EDUCATIONAL ENTITY shall be responsible for reimbursing AFFILIATE for any additional expenses incurred to cure such defects. (If applicable)

13. LICENSE AND PERMITS

The EDUCATIONAL ENTITY shall be licensed to do business in California and shall obtain at his/her expense all license(s) and permit(s) required by law for accomplishing any work required in connection with this contract.

- A.** If you are an EDUCATIONAL ENTITY located within the State of California, a business license from the city/county in which you are headquartered is necessary; however, if you are a corporation, a copy of your incorporation documents/letter from the Secretary of State's Office can be submitted. If you are a n outside the State of California, you will need to submit to AFFILIATE a copy of your business license or incorporation papers for your respective State showing that your company is in good standing in that state.
- B.** In the event, any license(s) and/or permit(s) expire at any time during the term of this contract; EDUCATIONAL ENTITY agrees to provide AFFILIATE with a copy of the renewed license(s) and/or permit(s) within 30 days following the expiration date. In the event the EDUCATIONAL ENTITY fails to keep in effect at all times all required license(s) and permit(s), the AFFILIATE may, in addition to any other remedies it may have, terminate this contract upon occurrence of such event.

14. RIGHT TO TERMINATE (SCM 7.85)

- A. The State reserves the right to terminate this Agreement subject to thirty (30) days written notice to the EDUCATIONAL ENTITY. EDUCATIONAL ENTITY may submit a written request to terminate this Agreement only if the State should substantially fail to perform its responsibilities as provided herein.
- B. However, the Agreement can be immediately terminated for cause. (Refer to GTC, Exhibit C, Item 7. Termination for Cause)
- C. This Agreement may be suspended or cancelled without notice, at the option of the EDUCATIONAL ENTITY, if the EDUCATIONAL ENTITY or AFFILIATE'S premises or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event the EDUCATIONAL ENTITY is unable to render service as a result of any action by any governmental authority.

15. SECURITY CLEARANCE

The AFFILIATE reserves the right to conduct a background check on the EDUCATIONAL ENTITY and its TRAINEES as the AFFILIATE deems necessary prior to award or during the term of the Agreement. The AFFILIATE further reserves the right to terminate the Agreement should a threat to security be determined.

16. SECURITY REGULATIONS

- A. UNLESS otherwise directed by the entrance gate officer and/or Contract Manager, the EDUCATIONAL ENTITY and its TRAINEES shall enter the institution through the main entrance gate and park private and nonessential vehicles in the designated visitor's parking lot. EDUCATIONAL ENTITY and its TRAINEES shall remove the keys from the ignition when outside the vehicle and all unattended vehicles shall be locked and secured while on institution grounds.
- B. Any State and EDUCATIONAL ENTITY owned equipment used by the TRAINEES for the provision of contract services, shall be rendered temporarily inoperative by the EDUCATIONAL ENTITY when not in use, by locking or other means unless specified otherwise.
- C. In order to maintain institution safety and security, periodic fire prevention inspections and site searches may become necessary and EDUCATIONAL ENTITY must furnish keys to institutional authorities to access all locked areas on the worksite. The State shall in no way be responsible for EDUCATIONAL ENTITY's loss due to fire.
- D. Due to security procedures, the EDUCATIONAL ENTITY and TRAINEES may be delayed at the institution vehicle/pedestrian gates and sally ports. Any loss of time checking in and out of the institution gates and sally ports shall be borne by the EDUCATIONAL ENTITY.

- E. EDUCATIONAL ENTITY and its TRAINEES shall observe all security rules and regulations and comply with all instructions given by institutional authorities.
- F. Electronic and communicative devices such as pagers, cell phones and cameras/micro-cameras are not permitted on institution grounds.
- G. EDUCATIONAL ENTITY and its TRAINEES shall not cause undue interference with the operations of the institution.
- H. No picketing is allowed on State property.

17. SETTLEMENT OF DISPUTES

In the event of a dispute, EDUCATIONAL ENTITY shall file a "Notice of Dispute" with the California Correctional Health Care Services (CCHCS) representative within ten (10) days of discovery of the problem. Within ten (10) days, CCHCS representative shall meet with the EDUCATIONAL ENTITY representative for purposes of resolving the dispute. The decision of CCHCS shall be final.

In the event of a dispute, the language contained within this Agreement shall prevail over any other language.

18. TOBACCO-FREE ENVIRONMENT

Pursuant to Penal Code Section 5030.1, the use of tobacco products by any person on the grounds of any institution or facility under the jurisdiction of the Department of Corrections and Rehabilitation is prohibited.

19. TUBERCULOSIS (TB) TESTING

In the event that the services required under this Agreement will be performed within AFFILIATE'S institution/parole office/community based program, prior to the performance of contracted duties, EDUCATIONAL ENTITY and their TRAINEES who are assigned to work with inmates/parolees on a regular basis shall be required to be examined or tested or medically evaluated for TB in an infectious or contagious stage, and at least once a year thereafter or more often as directed by AFFILIATE. Regular basis is defined as having contact with inmates/parolees in confined quarters more than once a week.

EDUCATIONAL ENTITY and their TRAINEES shall be required to furnish to AFFILIATE, at no cost to AFFILIATE, a form CDCR 7336, "Employee Tuberculin Skin Test (TST) and Evaluation," prior to assuming their contracted duties and annually thereafter, showing that the EDUCATIONAL ENTITY and their TRAINEES have been examined and found free of TB in an infectious stage. The form CDCR 7336 will be provided by AFFILIATE upon EDUCATIONAL ENTITY's request.

BUSINESS ASSOCIATE AGREEMENT (HIPAA)

Definitions

Catch-all definition:

The following terms and others used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use¹

Specific definitions:

(a) Business Associate. “Business Associate” shall generally have the same meaning as the term “business associate” at 45 CFR 160.103, and in reference to the party to this Agreement, shall mean the Contractor to the contract to which this Business Associate Agreement is attached as an exhibit. For purposes of this exhibit only, the term “Agreement” shall refer to this Business Associate Agreement. The term “Service Agreement” shall refer to the contract to which this Business Associate Agreement is attached as an exhibit.

(b) Covered Entity. “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 CFR 160.103, and in reference to the party to this Agreement, shall mean California Department of Corrections and Rehabilitation, California Correctional Health Care Services (CCHCS).

(c) HIPAA Rules. “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

Obligations and Activities of Business Associate

Business Associate agrees to:

(a) Not use or disclose protected health information other than as permitted or required by the Agreement or as required by law;

(b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Agreement;

(c) Report to Covered Entity any use or disclosure of protected health information not provided for by the Agreement of which it becomes aware, including breaches of unsecured protected health information and any security incident of which it becomes aware as required by Federal

¹ These definitions are set forth in the Code of Federal Regulations (CFR); Title 45, Public Welfare: PART 160—GENERAL ADMINISTRATIVE REQUIREMENTS § 160.103 Definitions, [PART 162--ADMINISTRATIVE REQUIREMENTS](#) § 162.103 Definitions, and [PART 164--SECURITY AND PRIVACY](#) § 164.103 Definitions.

and State laws (i.e., Health and Safety Code Section 1280.5, California Civil Code Section 56 et seq., California Civil Code Section 1798 et seq., and 45 CFR – Subchapter C et al.). Information Security incidents (e.g., breaches) shall be reported to the CCHCS Information Security Office within 24 hours of detection.

(d) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information;

(e) Make available protected health information in a designated record set to the Covered Entity or individual or the individual's designee as necessary to satisfy covered entity's obligations under 45 CFR 164.524;

(f) Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the covered entity pursuant to 45 CFR 164.526, or at the request of an individual, or take other measures as necessary to satisfy covered entity's obligations under 45 CFR 164.526;

(g) Maintain and make available the information required to provide an accounting of disclosures to the Covered Entity as necessary to satisfy covered entity's obligations under 45 CFR 164.528;

(h) To the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s); and

(i) Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

Permitted Uses and Disclosures by Business Associate

(a) Business Associate may only use or disclose protected health information as necessary to perform the services set forth in Service Agreement.

(b) Business Associate may use or disclose protected health information as required by law.

(c) Business Associate agrees to make uses and disclosures and requests for protected health information consistent with Covered Entity's minimum necessary policies and procedures.

(d) Business Associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity, except for the specific uses and disclosures set forth below.

(e) Business Associate may use protected health information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions

(a) Covered Entity shall notify Business Associate of any limitation(s) in the notice of privacy practices of covered entity under 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of protected health information.

(b) However, under 45 CFR 164.520(a)(3), inmates are not entitled to notices of privacy practices, and 45 CFR 164.520 therefore does not currently apply to Covered Entity.

Term and Termination

(a) Term. The Term of this Agreement shall be effective as of the effective date of the Service Agreement, and shall terminate on termination of the Service Agreement or on the date Covered Entity terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner.

(b) Termination for Cause. Business Associate authorizes termination of this Agreement by Covered Entity, if Covered Entity determines Business Associate has violated a material term of the Agreement and Business Associate has not cured the breach or ended the violation within the time specified by Covered Entity.

(c) Obligations of Business Associate Upon Termination.

Business Associate

Upon termination of this Agreement for any reason, Business Associate, with respect to protected health information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall:

1. Retain only that protected health information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
2. Return to Covered Entity or, if agreed to by Covered Entity, destroy the remaining protected health information that the Business Associate still maintains in any form;
3. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as Business Associate retains the protected health information;
4. Not use or disclose the protected health information retained by Business Associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out at paragraph (e) above under "Permitted Uses and Disclosures By Business Associate" which applied prior to termination; and
5. Return to Covered Entity or, if agreed to by Covered Entity, destroy the protected health information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

Upon termination of this Agreement, if requested by Covered Entity, Business Associate will transmit the protected health information to another business associate of the Covered Entity.

Upon termination of this Agreement, Business Associate shall obtain or ensure the destruction of protected health information created, received, or maintained by subcontractors.

(d) Survival. The obligations of Business Associate under this Section shall survive the termination of this Agreement.

Miscellaneous

(a) Regulatory References. A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.

(b) Interpretation. Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.

LIST OF EDUCATIONAL PROGRAMS

This Agreement includes the following Educational Entity Programs:

Select program type	Educational Entity Program Title	Accreditation Bodies	Educational Entity Program Director Name/Title	Educational Entity Program Coordinator Name/Title
Registered Nurse	Solano Community College Registered Nursing Program	<ul style="list-style-type: none">California Board of Registered Nursing	Erin Craig, MS, RJN, CNS-BC, PMHNP-BC Director of Nursing	

LIST OF AFFILIATE'S ADULT INSTITUTIONS AND FACILITIES

Institution/Facility	Address
Avenal State Prison (ASP)	1 Kings Way Avenal, CA 93204
California City Correctional Facility (CCCF)	22844 Virginia Blvd. California City, CA 93505
Calipatria State Prison (CAL)	7018 Blair Road Calipatria, CA 92233
California Correctional Center (CCC)	711-045 Center Road Susanville, CA 96130
California Correctional Institution (CCI)	24900 Highway 202 Tehachapi, CA 93561
California Health Care Facility (CHCF)	7707 Austin Road Stockton, CA 95215
California City (CAC)	24900 End of Highway 202 Tehachapi, CA 93561
Central California Women's Facility (CCWF)	23370 Road 22 Chowchilla, CA 93610
California State Prison – Centinela (CEN)	2302 Brown Road Imperial, CA 92251
California Institution for Men (CIM)	14901 Central Avenue Chino, CA 91710
California Institution for Women (CIW)	16765 Chino-Corona Road Corona, CA 92878
California Men's Colony (CMC)	Highway 1 San Luis Obispo, CA 93409
California Medical Facility (CMF)	1600 California Drive Vacaville, CA 95696
California State Prison – Corcoran (COR)	4001 King Avenue Corcoran, CA 93212
California Rehabilitation Center (CRC)	5 th Street & Western Norco, CA 92860
Correctional Training Facility (CTF)	Highway 101 North Soledad, CA 93960
Chuckawalla Valley State Prison (CVSP)	19025 Wiley's Well Road Blythe, CA 92225
Deuel Vocational Institution (DVI)	23500 Kasson Road Tracy, CA 95376
Folsom State Prison (FSP)	300 Prison Road Represa, CA 95671
High Desert State Prison (HDSP)	475-750 Rice Canyon Road Susanville, CA 96127
Ironwood State Prison (ISP)	19005 Wiley's Well Road Blythe, CA 92225

California State Prison - Los Angeles County (LAC)	44750 60 th Street Lancaster, CA 93536
Mule Creek State Prison (MCSP)	4001 Highway 104 Ione, CA 95640
North Kern State Prison (NKSP)	2737 West Cecile Avenue Delano, CA 93215
Pelican Bay State Prison (PBSP)	5905 Lake Earl Drive Crescent City, CA 95531
Pleasant Valley State Prison (PVSP)	24863 West Jayne Coalinga, CA 93210
Richard J. Donovan Correctional Facility (RJD)	480 Alta Road San Diego, CA 92179
California State Prison – Sacramento (SAC)	Prison Road Represa, CA 95671
California Substance Abuse Treatment Facility and State Prison, Corcoran (SATF)	900 Quebec Avenue Corcoran, CA 93212
Sierra Conservation Center (SCC)	5100 O'Brynes Ferry Road Jamestown, CA 95327
California State Prison – Solano (SOL)	2100 Peabody Road Vacaville, CA 95696
San Quentin State Prison (SQ)	1 Main Street San Quentin, CA 94964
Salinas Valley State Prison (SVSP)	31625 Highway 101 Soledad, CA 93960
Valley State Prison for Women (VSPW)	21633 Avenue 24 Chowchilla, CA 93610
Wasco State Prison (WSP)	701 Scofield Avenue Wasco, CA 93280
CCHCS Headquarters	8280 Longleaf Drive Elk Grove, CA 95758 (and other CCHCS locations in Sacramento, CA)

STATE OF CALIFORNIA
DEPARTMENT OF CORRECTIONS AND REHABILITATION

**PRIMARY LAWS, RULES, AND REGULATIONS REGARDING CONDUCT AND
ASSOCIATION WITH STATE PRISON INMATES**

CDCR 181 (Rev 10/14)

Individuals who are not employees of the California Department of Corrections and Rehabilitation (CDCR), but who are working in and around inmates who are incarcerated within California's institutions/facilities or camps, are to be apprised of the laws, rules and regulations governing conduct in associating with prison inmates, Title 15, Section 3285. The following is a summation of pertinent information when individuals not employed by the department (volunteers, media, contractors and their employees and dignitaries) come in contact with prison inmates.

1. Persons who are not employed by CDCR, but are engaged in work at any institution/facility or camp must observe and abide by all laws, rules and regulations governing the conduct of their behavior in associating with prison inmates. Failure to comply with these guidelines may lead to expulsion from CDCR institutions/facilities or camps.

SOURCE: California Penal Code (PC) Sections 5054 and 5058; California Code of Regulations (CCR), Title 15, Sections 3283, 3285, 3289, 3292 and 3415

2. CDCR does not recognize hostages for bargaining purposes. CDCR has a "NO HOSTAGE" policy and all prison inmates, visitors, non- employees and employees shall be made aware of this.

SOURCE: PC Sections 5054 and 5058; CCR, Title 15, Section 3304

3. All persons entering onto institution/facility or camp grounds consent to a search of their person, property or vehicle at any time. Refusal by individuals to submit to a search of their person, property or vehicle may be cause for denial of access to the premises or restrictions to visiting or facility access.

SOURCE: PC Sections 2601, 5054 and 5058; CCR, Title 15, Sections 3173, 3267, 3288, 3289, and 3292.

4. Persons normally permitted to enter an institution/facility or camp may be barred, for cause, by the CDCR Secretary, Director of Division of Adult Institutions (DAI), Warden, Regional Parole Administrator and /or their designees.

SOURCE: PC Sections 2086, 5054 and 5058; CCR, Title 15, Sections 3283 and 3289

5. It is illegal for an individual who has been previously convicted of a felony offense to enter into CDCR institutions/facilities or camps without the prior approval of the Warden. It is also illegal for an individual to enter onto these premises for unauthorized purposes or to refuse to leave said premises when requested to do so. Failure to comply with this provision could lead to prosecution.

SOURCE: PC Sections 602, 4570.5 and 4571; CCR, Title 15, Sections 3173, 3283 and 3289

6. Encouraging and/or assisting prison inmates to escape is a crime. It is illegal to bring firearms, deadly weapons, explosives, tear gas, drugs or drug paraphernalia on CDCR institutions/facilities or camp premises. It is illegal to give prison inmates firearms, explosives, alcoholic beverages, wireless communication devices or components thereof, tobacco products, narcotics, or any drug or drug paraphernalia, including cocaine or marijuana.

SOURCE: PC Sections 2772, 2790, 4535, 4550, 4573, 4573.5, 4573.6, 4574, 4576 and 5030.1; CCR, Title 15, Sections, 3172.1, 3188 and 3292

7. It is illegal to give or take letters from prison inmates without the authorization of the Warden. It is also illegal to give or receive any type of gift and/or gratuities from prison inmates.

SOURCE: PC Sections 2540, 2541 and 4570; CCR, Title 15, Sections 3010, 3399, 3401, 3424 and 3425

8. In an emergency situation the visiting program and other inmate program activities may be suspended by the Warden or designee.

SOURCE: PC Sections 2086 and 2601; CCR, Title 15, Section 3383

9. For security reasons, volunteers, media, contractors, dignitaries and guests must not wear clothing that in any way resembles state issued prison inmate clothing (blue denim shirts, blue denim pants).

SOURCE: CCR, Title 15, Sections 3174 and 3349.2.3(g) (3) (B)

10. Interviews with SPECIFIC INMATES are not permitted. Conspiring with an inmate to circumvent policy and/or regulations constitutes a rule violation that may result in appropriate legal action.

SOURCE: CCR, Title 15, Section 3261.5

I HEREBY CERTIFY AND ACKNOWLEDGE I HAVE READ THE ABOVE AND FULLY UNDERSTAND THE IMPLICATIONS REGARDING MY CONDUCT AND ASSOCIATION WITH PRISON INMATES. I ALSO UNDERSTAND VIOLATION OF ANY OF THE ABOVE COULD RESULT IN EXPULSION FROM A CDC INSTITUTION/FACILITY OR CAMP WITH THE POSSIBILITY OF CRIMINAL PROSECUTION.

VOLUNTEER/MEDIA/CONTRACTOR/GUEST	SIGNATURE	DATE SIGNED
NAME AND TITLE (Print)		

DISTRIBUTION: Original – Warden, Parole Administrator *and/or Designee*



State of California
California Correctional Health Care Services (CCHCS)

Non Redisclosure Agreement

This Agreement is entered into this day ____ month _____ year _____ between CCHCS (Discloser) and _____, a TRAINEE in rotation (“TRAINEE”) through the _____”Affiliation Agreement.”

WHEREAS Discloser possesses certain information relating to CCHCS that is confidential and proprietary to Discloser (hereinafter referred to as "confidential information"); and

WHEREAS the TRAINEE is willing to receive disclosure of the confidential information pursuant to the terms of this Agreement for the purpose of participating in educational rotations through their University program at various CDCR/CCHCS locations through the above Affiliation Agreement;

NOW THEREFORE, in consideration for the mutual undertakings of the Discloser and the TRAINEE under the Affiliation Agreement, the TRAINEE understands and agrees to the following:

1. Disclosure. Discloser agrees to disclose and TRAINEE agrees to receive confidential information while participating in the TRAINEE rotations that are subject to the Affiliation Agreement.

2. Confidentiality. All TRAINEES will comply with all federal and state privacy laws regarding personally identifiable information (“PII”) and protected health information (“PHI”). Entrance to any CDCR/CCHCS facility requires TRAINEE signature of this NDA before being admitted). Failure to sign the NDA is grounds for TRAINEE to be refused admission.

2.1 No Use. TRAINEE agrees not to use the confidential information in any way, or to manufacture or test any content embodying confidential information, except for the purpose set forth above or by formal contract, Memorandum of Understanding, Affiliation Agreement or Inter Agency Agreement.

2.2 No Disclosure. TRAINEE agrees to abide by all federal and state laws to prevent and protect the confidential information, or any part thereof, from disclosure to any person other than other TRAINEES within this agreement or CDCR/CCHCS employees having a need for disclosure in connection with TRAINEE's authorized use of the confidential information.

3. Limits on Confidential information. Confidential information shall not be deemed proprietary and the TRAINEE shall have no obligation with respect to such information where the information:

3.1. Was known to TRAINEE prior to receiving any of the confidential information from Discloser;



- 3.2. Has become publicly known through no wrongful act of TRAINEE or others;
- 3.3. Was received by TRAINEE without breach of this Agreement from a third party without restriction as to the use and disclosure of the confidential information;
- 3.4. Was independently developed by TRAINEE without use of the confidential information; or
- 3.5. Was ordered to be publicly released by the requirement of an authorized government agency.

4. Ownership of Confidential information. TRAINEE agrees that all confidential information shall remain the property of Discloser, and that Discloser may use such confidential information for any purpose without obligation to TRAINEE. Nothing contained herein shall be construed as granting or implying any transfer to TRAINEE of rights, patents, or other intellectual property protecting or relating to confidential information.

5. Term and Termination. The obligations of this Agreement shall be continuing until the confidential information disclosed to TRAINEE is no longer confidential.

6. Survival of Rights and Obligations. This Agreement is binding and enforceable to and by (a) the Discloser, its successors, and assignees; and (b) TRAINEE, its successors and assignees.

IN WITNESS WHEREOF, the TRAINEE and CCHCS have executed this Agreement effective as of the date above.

Signature: _____
(TRAINEE)

Signature: _____
(CCHCS Representative)

CONFIDENTIAL GATE CLEARANCE

Attachment 5

Date Submitted: _____

The following will be required in order to submit and clear anyone for entry into CDCR Institution.

- Gate Clearance Submission Time Requirements:
1-10 people- minimum 14 working days
21-30 people- minimum 30 working days
11-20 people- minimum 21 working days
Over 30 people- 45 working days
NOTE: Last minute entries will NOT be added to the gate clearances. NO EXCEPTIONS
- All clearances must have a beginning and end date. If there no end date is noted, clearance will be for the one day only.
- All clearances must state the purpose for entrance (e.g., guest speaker, tutor, observing class, ministry, etc.)

DATE(s) of VISIT:

TIME OF VISIT:

#	NAME	DOB	DL# or PASSPORT #	STATE	SS#
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					

ORGANIZATION: N/A

DESTINATION:

SPONSORING DEPT AT INST:

ESCORT:

PURPOSE:

EQUIPMENT:

IN HOUSE CONTACT & PHONE #:

SUBMITTER'S CONTACT INFO (email and phone #):

I certify that as the maker of this document, I will inform the person(s) appearing above of the necessary Primary Laws, Rules & Regulations, and assume responsibility for their conduct.

Submitted By:

Reviewed By:

Approved By:

1. Introduction and Purpose

- a. This Information Security Agreement (ISA) outlines the Service Provider requirements for the collection, maintenance, and dissemination of any information that identifies or describes an individual in conjunction with the performance of services provided to CCHCS under any Contract, purchase document, Memorandum of Understanding, or any other transaction involving information receipt or information exchange between CCHCS and the Service Provider.
- b. This ISA does not substitute for any other addendum, attachment, exhibit or obligation with respect to protected health information and the applicability of and requirement to comply with the Health Information Portability and Accountability Act of 1996 (HIPAA) P.L. No. 104-191, 110 Stat. 1938 (1996), including the HIPAA Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

2. Definitions

- a. The term “personal information” means any information that is maintained by an agency that identifies or describes an individual, including, but not limited to, his or her name, social security number, physical description, home address, home telephone number, education, financial matters, and medical or employment history. It includes statements made by, or attributed to, the individual under the provisions of the California Information Practices Act (Civil Code Section 1798 et Seq.).
- b. The term “public information” means information maintained by State agencies that is not exempt from disclosure under the provisions of the California Public Records Act (Government Code Sections 6250-6265) or other applicable State or Federal laws.
- c. The term “confidential information” means information maintained by State agencies that is exempt from disclosure under the provisions of the California Public Records Act (Government Code Sections 6250-6265) or has restrictions on disclosure in accordance with other applicable State or Federal laws.
- d. The term “sensitive information” means any public information or confidential information that requires special precautions to protect from unauthorized use, access, disclosure, modification, loss, or deletion as identified in Information Security Program Management Standard 5305-A of the California Statewide Information Management Manual (SIMM).
- e. The term “service provider” means any vendor, Contractor, subcontractor, or third party, including employees, independent Contractors or consultants providing any service to CCHCS under this ISA.

3. Acknowledgments

- a. As an entity engaged in a contract, Agreement, Memorandum Of Understanding (MOU) and/or information receipt and/or information exchange with CCHCS, you

(herein referred to as the Service Provider) acknowledge and agree that in the course of Contract, Agreement, MOU by and as indicated beyond, Service Provider shall comply with applicable United States and California laws and regulations, including *but not limited to* Sections 14100.2 and 5328 et seq. of the Welfare and Institutions Code, Section 431.300 et seq. of Title 42, Code of Federal Regulations, the Health Insurance Portability and Accountability Act (HIPAA), including but not limited to Section 1320 d et seq., of Title 42, United States Code and its implementing regulations (including but not limited to Title 45, CFR, Parts 160, 162 and 164) regarding the confidentiality and security of individually identifiable health information (IIHI), California Medical Information Act, Lantermann-Petris-Short Act, Alcohol Substance and Abuse Act, California Public Records Act, California Information Practices Act of 1977, the California State Administrative Manual and its associated regulations, mandates, budget letters and memorandums, and the State Information Management Manual.

4. Standard of Care

- a. Service Provider acknowledges and agrees that, in the course of its engagement by CCHCS, Service Provider may receive or have access to sensitive and/or private information.
- b. Service Provider shall comply with the terms and conditions set forth in this ISA regarding creation, collection, receipt, management, sharing, exchanging, transmission, storage, disposal, use and disclosure of sensitive and confidential information.
- c. Service Provider shall be responsible for, and remain liable to, CCHCS for the actions of unauthorized employees, Contractors and subcontractors concerning the treatment of CCHCS related sensitive and confidential information, as if they were Service Provider's own actions.
- d. In recognition of the foregoing, Service Provider acknowledges and agrees it shall:
 - i. Treat sensitive and confidential information with such degree of care required by Federal and State requirements including but not limited to the United States National Institute for Standards and Technology and the State Administrative Manual Chapter 5300.
 - ii. Collect, use and disclose sensitive and confidential information solely and exclusively for the purposes for which the information, or access to it, is provided pursuant to the terms and conditions of this ISA;
 - iii. Not use, sell, rent, transfer, distribute, or otherwise disclose or make available sensitive or confidential information for the benefit of anyone other than CCHCS without CCHCS's prior written consent.

5. Responsibilities of the Service Provider

- a. The Service Provider is obligated to ensure the following:
 - i. *Safeguards.* To prevent the unauthorized creation, use, management, transfer, distribution, storage, etc. other than as provided for by this ISA.

The Service Provider shall develop and maintain an information privacy and security program that includes the implementation of administrative, technical, and physical safeguards appropriate to the size and complexity of the Service Provider's operations and the nature and scope of its activities. The information privacy and security programs must reasonably and appropriately protect the confidentiality, integrity, and availability of the CCHCS information it creates, receives, maintains, or transmits; and prevent the use or disclosure of CCHCS information other than as provided for by this ISA. The Service Provider shall provide CCHCS with information concerning such safeguards as CCHCS may reasonably request from time to time.

- ii. The Service Provider shall restrict logical and physical access to CCHCS sensitive and confidential information to authorized users only.
 - iii. The Service Provider shall implement appropriate authentication methods to ensure information system access to sensitive and confidential information. If passwords are used in user authentication (e.g., username/password combination), the Service Provider shall implement strong password controls on all compatible computing systems (including hand held and mobile devices) that are consistent with the National Institute of Standards and Technology (NIST) Special Publication 800-68 and the SANS Institute Password Protection Policy.
- b. The Service Provider shall:
- Implement the following security controls on each server, workstation, or portable (e.g., laptop computer) computing device that processes or stores sensitive or confidential information:
- i. Install a network-based firewall and/or personal firewalls;
 - ii. Continuously update anti-virus software on all systems;
 - iii. Institute a patch-management process including installation of all operating system/software vendor security patches; and
 - iv. Encrypt all confidential, personal, or sensitive data stored on portable electronic media (including but not limited to CDs and thumb drives) and on computing devices (including but not limited to laptop computers, cell phones, and tablets) with a solution that uses proven industry standard encryption algorithms.
- c. The Service Provider shall not transmit confidential, personal, or sensitive data via e-mail or other Internet transport protocol over a public network unless, at minimum, a 128-bit encryption method (for example AES, 3DES, or RC4) and strong passwords are used to secure the data.
- d. *Mitigation of Harmful Effects.* To the extent practicable, Service Provider will mitigate harmful effects known to the Service Provider of a use or disclosure of sensitive and/or confidential information by the Service Provider or its sub-Service Providers.

- e. *Agents and Contractors or Subcontractors of the Service Provider.* To ensure any agent, including a Contractor or subcontractor to the Service Provider that provides CCHCS information or created or received by the agent, Contractor or subcontractor for the purposes of this Contract, Service Provider shall ensure that such agents, Contractors or subcontractors comply with the same restrictions and conditions in this ISA that apply to the Service Provider with respect to such information.
- f. *Notification of Electronic Breach or Improper Disclosure.* During the term of this ISA, Service Provider shall notify CCHCS within 24 hours upon discovery of any probable breach of sensitive or confidential information where (1) the information is reasonably believed to have been acquired by an unauthorized person and/or (2) reasonably believed to have an effect of more than 499 people/identities. Immediate notification shall be made to the CCHCS Chief Information Security Officer, Information Security Officer and/or their designee(s). Service Provider shall take prompt corrective action to cure any deficiencies and any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations while at the same time preserving evidence for investigation. Service Provider shall investigate such breach and provide a written report of the investigation to the CCHCS Information Security Officer, postmarked or emailed within eight (8) business days of the discovery of the breach.
- g. *Employee Training and Discipline.* To train and use reasonable measures to ensure compliance with the requirements of this ISA by employees who assist in the performance of functions or activities under this ISA and use or disclose CCHCS information; and have in place a disciplinary process for such employees who intentionally violate any provisions of this ISA, up to and including termination of employment as required by law or policy.
- h. *Audits, Inspection and Enforcement.* From time to time, CCHCS may inspect the facilities, systems, books and records of Service Provider to monitor compliance with this ISA. Service Provider shall promptly remedy any violation of any provision of this ISA and shall certify the same to the CCHCS Information Security Officer in writing. The fact that CCHCS inspects, or fails to inspect, or has the right to inspect, Service Provider's facilities, systems and procedures does not relieve Service Provider of its responsibilities to comply with this ISA. CCHCS's failure to detect or detection, but failure to notify Service Provider or require Service Provider's remediation of any unsatisfactory practice, does not constitute acceptance of such practices or a waiver of CCHCS's enforcement rights under this ISA.

6. Termination

- a. *Termination for Cause.* Upon CCHCS's knowledge of a material breach of this ISA by Service Provider, CCHCS shall either:
 - i. Provide an opportunity for Service Provider to cure the breach or end the violation and terminate this ISA if Service Provider does not cure the breach or end the violation within the time specified by CCHCS.

- ii. Immediately terminate this ISA if Service Provider has breached a material term of this ISA and cure is not possible; or
 - iii. If neither cure nor termination is feasible, the CCHCS Information Security Officer shall report the violation to the CCHCS Chief Privacy Officer and Director of the CCHCS Legal Office.
- b. *Judicial or Administrative Proceedings.* CCHCS may terminate this ISA, effective immediately, if (i) Service Provider is found liable in a civil matter; or (ii) found guilty in a criminal matter proceeding for a violation of Federal or State law, rules and/or regulations, in particular within the nature of information confidentiality and protection.
- c. *Effect of Termination.* Upon termination or expiration of this ISA for any reason, Service Provider shall return or destroy all CCHCS information received from CCHCS that Service Provider still maintains in any form, and shall retain no copies of such information; or, if return or destruction is not feasible, it shall continue to extend the protections of this ISA to such information, and limit further use of such information to those purposes that make the return or destruction of such information infeasible. This provision shall apply to information that is in the possession of Contractors to the Service Provider and/or agents of the Service Provider.

**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 2017-2018**

REQUESTED ACTION:

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

SUMMARY:

Yulian I. Ligioso, Vice President of Finance & Administration, will present for information the District's Tentative 2017-2018 General Fund Budgets and the dates to establish the public hearing and formal adoption of the 2017-2018 budgets.

The public hearing and the adoption of these official 2017-2018 budgets, in accordance with California Code of Regulations, Title 5, Section 58301, are tentatively scheduled for the Board meeting on Wednesday, September 6, 2017, in the Denis Honeychurch Board Room of the Solano Community College District, 4000 Suisun Valley Road, Fairfield, CA.

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

May 26, 2017

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

May 26, 2017

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

AGENDA ITEM 14.(a)
MEETING DATE June 7, 2017

**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 2017-2018**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

Copies of the District's 2017-2018 Tentative Budget are 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: **CCFS-311Q FINANCIAL REPORT, THIRD QUARTER,
FY 2016-2017**

REQUESTED ACTION:

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

SUMMARY:

AB 2910, Chapter 1486, Statutes of 1986, requires California community college districts to report quarterly on their financial condition. The CCFS-311Q quarterly financial report for the third quarter of FY 2016-2017 is attached for the Board’s review and information.

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: 3020</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 APPROVAL

May 26, 2017

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

May 26, 2017

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

CALIFORNIA COMMUNITY COLLEGES CHANCELLOR'S OFFICE

Quarterly Financial Status Report, CCFS-311Q CERTIFY QUARTERLY DATA

CHANGE THE PERIOD ▼

Fiscal Year: 2016-2017

Quarter Ended: (Q3) Mar 31, 2017

District: (280) SOLANO

Your Quarterly Data is Certified for this quarter.

Chief Business Officer

CBO Name: Yulian Ligioso

CBO Phone: 707-864-7209

CBO Signature: _____

Date Signed: _____

Chief Executive Officer Name: Celia Esposito-Noy

CEO Signature: _____

Date Signed: _____

Electronic Cert Date: 05/15/2017

District Contact Person

Name: Adil Ahmed

Title: Director of Fiscal Services

Telephone: 707-864-7184

Fax: 707-646-2056

E-Mail: adil.ahmed@solano.edu

California Community Colleges, Chancellor's Office
Fiscal Services Unit
1102 Q Street, Suite 4550
Sacramento, California 95811

Send questions to:

Christine Atalig (916)327-5772 atalig@ccccc.edu or Tracy Britten (916)324-9794 tbritten@ccccc.edu

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**CALIFORNIA COMMUNITY COLLEGES
CHANCELLOR'S OFFICE**

**Quarterly Financial Status Report, CCFS-311Q
VIEW QUARTERLY DATA**

CHANGE THE PERIOD ▼

Fiscal Year: 2016-2017

Quarter Ended: (Q3) Mar 31, 2017

District: (280) SOLANO

Line	Description	As of June 30 for the fiscal year specified			
		Actual 2013-14	Actual 2014-15	Actual 2015-16	Projected 2016-2017
I. Unrestricted General Fund Revenue, Expenditure and Fund Balance:					
A. Revenues:					
A.1	Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)	46,082,630	47,582,380	56,343,972	50,931,865
A.2	Other Financing Sources (Object 8900)	64,672	5,998	0	0
A.3	Total Unrestricted Revenue (A.1 + A.2)	46,147,302	47,588,378	56,343,972	50,931,865
B. Expenditures:					
B.1	Unrestricted General Fund Expenditures (Objects 1000-6000)	47,107,405	48,481,601	48,727,219	51,667,787
B.2	Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	381,344	291,246	24,972	0
B.3	Total Unrestricted Expenditures (B.1 + B.2)	47,488,749	48,772,847	48,752,191	51,667,787
C.	Revenues Over(Under) Expenditures (A.3 - B.3)	-1,341,447	-1,184,469	7,591,781	-735,922
D.	Fund Balance, Beginning	6,214,519	4,319,857	3,178,227	10,769,973
D.1	Prior Year Adjustments + (-)	-553,215	42,839	-35	0
D.2	Adjusted Fund Balance, Beginning (D + D.1)	5,661,304	4,362,696	3,178,192	10,769,973
E.	Fund Balance, Ending (C. + D.2)	4,319,857	3,178,227	10,769,973	10,034,051
F.1	Percentage of GF Fund Balance to GF Expenditures (E. / B.3)	9.1%	6.5%	22.1%	19.4%

II. Annualized Attendance FTES:

G.1	Annualized FTES (excluding apprentice and non-resident)	8,196	6,916	8,576	8,300
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III. Total General Fund Cash Balance (Unrestricted and Restricted)

As of the specified quarter ended for each fiscal year				
	2013-14	2014-15	2015-16	2016-2017

H.1	Cash, excluding borrowed funds		3,336,436	10,279,580	15,428,658
H.2	Cash, borrowed funds only		0	0	0
H.3	Total Cash (H.1 + H.2)	3,736,667	3,336,436	10,279,580	15,428,658

IV. Unrestricted General Fund Revenue, Expenditure and Fund Balance:

Line	Description	Adopted Budget (Col. 1)	Annual Current Budget (Col. 2)	Year-to-Date Actuals (Col. 3)	Percentage (Col. 3/Col. 2)
I.	Revenues:				
I.1	Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)	50,931,865	50,931,865	35,302,187	69.3%
I.2	Other Financing Sources (Object 8900)	0	0	0	
I.3	Total Unrestricted Revenue (I.1 + I.2)	50,931,865	50,931,865	35,302,187	69.3%
J.	Expenditures:				
J.1	Unrestricted General Fund Expenditures (Objects 1000-6000)	51,667,787	51,667,787	36,684,707	71%
J.2	Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	130,000	130,000	0	
J.3	Total Unrestricted Expenditures (J.1 + J.2)	51,797,787	51,797,787	36,684,707	70.8%
K.	Revenues Over(Under) Expenditures (I.3 - J.3)	-865,922	-865,922	-1,382,520	
L	Adjusted Fund Balance, Beginning	10,769,973	10,769,973	10,769,973	
L.1	Fund Balance, Ending (C. + L.2)	9,904,051	9,904,051	9,387,453	
M	Percentage of GF Fund Balance to GF Expenditures (L.1 / J.3)	19.1%	19.1%		

V. Has the district settled any employee contracts during this quarter? NO

If yes, complete the following: (If multi-year settlement, provide information for all years covered.)

Contract Period Settled (Specify) YYYY-YY	Management		Academic		Classified
	Permanent	Temporary	Permanent	Temporary	
a. SALARIES:	Total Cost Increase	% *	Total Cost Increase	% *	Total Cost Increase
	Year 1:				
Year 2:					

	Year 3:							
b. BENEFITS:	Year 1:							
	Year 2:							
	Year 3:							

* As specified in Collective Bargaining Agreement or other Employment Contract

c. Provide an explanation on how the district intends to fund the salary and benefit increases, and also identify the revenue source/object code.

VI. Did the district have significant events for the quarter (include incurrence of long-term debt, settlement of audit findings or legal suits, significant differences in budgeted revenues or expenditures, borrowing of funds (TRANS), issuance of COPs, etc.)? **NO**

If yes, list events and their financial ramifications. (Enter explanation below, include additional pages if needed.)

VII. Does the district have significant fiscal problems that must be addressed?

NO
NO

This year?
Next year?

If yes, what are the problems and what actions will be taken? (Enter explanation below, include additional pages if needed.)

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

TO: Members of the Governing Board
SUBJECT: BOND PROJECTS MONTHLY UPDATE

REQUESTED ACTION:

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

SUMMARY:

The purpose of this item is to provide a monthly update to the Board on the construction status of Bond Projects.

STUDENT SUCCESS IMPACT:

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

<i>Ed. Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact: N/A</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 & Administration

VICE PRESIDENT APPROVAL

May 26, 2017

**DATE SUBMITTED TO
 SUPERINTENDENT-PRESIDENT**

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

May 26, 2017
**DATE APPROVED BY
 SUPERINTENDENT-PRESIDENT**

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: SBDC VISTAS UPDATE/RECOMMENDATION

REQUESTED ACTION:

- Information OR Approval
- Consent OR Non-Consent

SUMMARY:

The purpose of this information item is to update the Board on the Small Business Development Center (SBDC) and Vistas.

STUDENT SUCCESS IMPACT:

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

<i>Ed. Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact: N/A</i>
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SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

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

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 864-7299

TELEPHONE NUMBER

VICE PRESIDENT APPROVAL

May 26, 2017

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

May 26, 2017

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**