

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

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

EMPLOYMENT 2018-2019

Regular Assignment

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Daniel L. Bridges	Interim Dean, Health and Kinesiology	10/18/18

Out of Class

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Tina Abbate	Enterprise Resource Analyst 80%	07/01/18 – 06/30/19	\$213.19/month \$2,558.28 Total
Shannon Beckham	Controller	10/01/18 – 12/31/18	\$1,166.51/month \$3,499.53 Total

Mary Jones
Human Resources

October 5, 2018
Date Submitted

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

October 17, 2018
Date Approved

Short-term/Temporary/Substitute

<u>Name</u>	<u>Assignment</u>	<u>Fund/Grant Name</u>	<u>Effective</u>	<u>Amount</u>
Jason Barker	Journey Level Assistant-Special Project	General Fund	01/07/19 – 06/30/19	\$25.00 hr.
Robert Bartoli	Journey Level Assistant-Special Project	General Fund	01/07/19 – 06/30/19	\$25.00 hr.
Stephan Bowman	Journey Level Assistant-Special Project	General Fund	01/07/19 – 06/30/19	\$25.00 hr.
Ina Brentlinger	ASTC Instructional Assistant	Student Equity	10/18/18 – 06/30/19	\$16.56 hr.
Steven Bristow	Journey Level Assistant-Special Project	General Fund	01/07/19 – 06/30/19	\$25.00 hr.
Ashley Burruss	Journey Level Assistant-Special Project	General Fund	01/07/19 – 06/30/19	\$25.00 hr.
Ted Collins	Journey Level Assistant-Special Project	General Fund	01/07/19 – 06/30/19	\$25.00 hr.
Jose Cortes	Teaching Apprentice Coordinator	Basic Skills Transformation Grant	07/01/18 – 06/30/19	\$62.55 hr.
Matthew Fields	Journey Level Assistant-Special Project	General Fund	01/07/19 – 06/30/19	\$25.00 hr.
Jessica Fleshman	Journey Level Assistant-Special Project	General Fund	01/07/19 – 06/30/19	\$25.00 hr.
James Franceschi	Journey Level Assistant-Special Project	General Fund	01/07/19 – 06/30/19	\$25.00 hr.
Anthony Fray	Journey Level Assistant-Special Project	General Fund	01/07/19 – 06/30/19	\$25.00 hr.
Tanisha Gipson	Special Projects	Student Support Services Program Grant	10/18/18 – 06/30/19	\$25.00 hr.
Zachary Glankler	Journey Level Assistant-Special Project	General Fund	01/07/19 – 06/30/19	\$25.00 hr.

Short-term/Temporary/Substitute (Cont.)

<u>Name</u>	<u>Assignment</u>	<u>Fund/Grant Name</u>	<u>Effective</u>	<u>Amount</u>
Sheperd Harper	Journey Level Assistant-Special Project	General Fund	01/07/19 – 06/30/19	\$25.00 hr.
John Hurley, Jr.	Journey Level Assistant-Special Project	General Fund	01/07/19 – 06/30/19	\$25.00 hr.
Jarrold Infante	Journey Level Assistant-Special Project	General Fund	01/07/19 – 06/30/19	\$25.00 hr.
Ricardo Irizarry	Journey Level Assistant-Special Project	General Fund	01/07/19 – 06/30/19	\$25.00 hr.
Maria Isip-Bautista	Ethnic Studies AA Degree Program	Student Equity	09/24/18 – 12/16/18	\$62.64 hr.
John Jansen	Journey Level Assistant-Special Project	General Fund	01/07/19 – 06/30/19	\$25.00 hr.
John Jurado	Journey Level Assistant-Special Project	General Fund	01/07/19 – 06/30/19	\$25.00 hr.
Ron Karlen	Journey Level Assistant-Special Project	General Fund	01/07/19 – 06/30/19	\$25.00 hr.
Drew Kostal	Journey Level Assistant-Special Project	General Fund	01/07/19 – 06/30/19	\$25.00 hr.
Matthew Lage	Journey Level Assistant-Special Project	General Fund	01/07/19 – 06/30/19	\$25.00 hr.
Brad Lopez	Journey Level Assistant-Special Project	General Fund	01/07/19 – 06/30/19	\$25.00 hr.
Gary Mahlberg	Journey Level Assistant-Special Project	General Fund	01/07/19 – 06/30/19	\$25.00 hr.
Jorge Merodio	Journey Level Assistant-Special Project	General Fund	01/07/19 – 06/30/19	\$25.00 hr.
Bryan Mihelick	Journey Level Assistant-Special Project	General Fund	01/07/19 – 06/30/19	\$25.00 hr.

Short-term/Temporary/Substitute (Cont.)

<u>Name</u>	<u>Assignment</u>	<u>Fund/Grant Name</u>	<u>Effective</u>	<u>Amount</u>
Jon Miller	Journey Level Assistant-Special Project	General Fund	01/07/19 – 06/30/19	\$25.00 hr.
Todd “Brian” Moore	Journey Level Assistant-Special Project	General Fund	01/07/19 – 06/30/19	\$25.00 hr.
John Muraoka	Journey Level Assistant-Special Project	General Fund	01/07/19 – 06/30/19	\$25.00 hr.
Jerry Pagala	Journey Level Assistant-Special Project	General Fund	01/07/19 – 06/30/19	\$25.00 hr.
Melvin Self, Jr.	Journey Level Assistant-Special Project	General Fund	01/07/19 – 06/30/19	\$25.00 hr.
Mindy Simpson	Journey Level Assistant-Special Project	General Fund	01/07/19 – 06/30/19	\$25.00 hr.
Justin Sparrow	Journey Level Assistant-Special Project	General Fund	01/07/19 – 06/30/19	\$25.00 hr.
John Sturdee	Journey Level Assistant-Special Project	General Fund	01/07/19 – 06/30/19	\$25.00 hr.

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

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

PERSONAL SERVICES AGREEMENTS

**Academic Affairs
David Williams, Vice President**

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Liana Berube	Private violin instruction for applied music student.	October 18, 2018 – December 7, 2018	Not to exceed \$400.00

**Student Services
Gregory Brown, Vice President**

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Yvonne Dillard	Provide technical assistance, coaching, planning and preparation of curriculum for student teachers.	October 18, 2018 – June 30, 2019	Not to exceed \$1,500.00

**Human Resources
Sal Abbate, Manager**

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Rita Cameron-Wedding	Implicit bias training for ALG.	October 29, 2018 – October 31, 2018	Not to exceed \$2,700.00

Robert V. Diamond
 Vice President, Finance & Administration
 October 5, 2018
Date Submitted

Celia Esposito-Noy, Ed.D.
 Superintendent-President
 October 17, 2018
Date Approved

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

TO: **Members of the Governing Board**

SUBJECT: **WARRANTS**

REQUESTED ACTION:

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

SUMMARY:

08/31/18	Vendor Payments	2511088853-2511089055	\$39,299.00
09/04/18	Vendor Payments	2511089056-2511089057	\$510,647.10
09/04/18	Vendor Payments	2511089058-2511089064	\$2,020,320.12
09/04/18	Vendor Payments	2511089065-2511089127	\$164,248.26
09/07/18	Vendor Payments	2511089128-2511089162	\$5,232.00
09/10/18	Vendor Payments	2511089163-2511089168	\$211,649.68
09/10/18	Vendor Payments	2511089169-2511089213	\$141,594.77

CONTINUED ON NEXT PAGE:

STUDENT SUCCESS IMPACT:

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

<i>Ed. Code: 70902 & 81656</i>	<i>Board Policy: 3240</i>	<i>Estimated Fiscal Impact: \$3,961,503.37</i>
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SUPERINTENDENT'S RECOMMENDATION: **APPROVAL** **DISAPPROVAL**
 NOT REQUIRED **TABLE**

Robert V. Diamond
Vice President, Finance and Administration

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 864-7209

TELEPHONE NUMBER

Robert V. Diamond
Finance and Administration

VICE PRESIDENT APPROVAL

October 5, 2018

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

October 17, 2018

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: WARRANTS

REQUESTED ACTION:

Information OR Approval
 Consent OR Non-Consent

SUMMARY:

CONTINUED FROM PREVIOUS PAGE:

09/17/18	Vendor Payments	2511089214	\$682.34
09/17/18	Vendor Payments	2511089215-2511089218	\$143,718.04
09/17/18	Vendor Payments	2511089219-2511089281	\$141,849.78
09/24/18	Vendor Payments	2511089282-2511089283	\$628.06
09/24/18	Vendor Payments	2511089284	\$812.81
09/24/18	Vendor Payments	2511089285-2511089289	\$111,058.90
09/24/18	Vendor Payments	2511089290-2511089367	\$312,744.65
09/25/18	Vendor Payments	2511089368-2511089422	<u>\$157,017.86</u>
			TOTAL: \$ 3,961,503.37

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: PUBLIC HEARING OF SOLANO COLLEGE CHAPTER
CCA/CTA/NEA'S, BARGAINING PROPOSAL TO THE
DISTRICT ON 2019-2020 INTERESTS

REQUESTED ACTION:

- Information OR Approval
- Consent OR Non-Consent

SUMMARY:

At the Board meeting on October 3, 2018, the Governing Board received the Solano College Chapter CCA/CTA/NEA, initial proposal to the District for a successor agreement for the period of 2019-2020. 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.

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

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:3547</i>	<i>Board Policy:2010</i>	<i>Estimated Fiscal Impact: Unknown</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

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

VICE PRESIDENT APPROVAL

October 17, 2018

DATE APPROVED BY
SUPERINTENDENT-PRESIDENT

October 5, 2018

DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT

Solano College Chapter CCA/CTA/NEA
Solano College Faculty Association
October 17, 2018

The Solano College Chapter CCA/CTA/NEA, Solano College Faculty Association, hereby submits the following initial proposal for the 2019-2020 contract.

The Solano College Faculty Association has an interest in working with the district to:

- establish an ongoing budget structure that provides for a competitive compensation and benefits package, with regular increases, to attract and retain quality faculty.
- continue work on adjunct parity.
- adjust faculty workload in ways that balance needs of students, instructors, and the District.

To that end, we propose to open all articles in the Collective Bargaining Contract.

**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 SOLANO COLLEGE CHAPTER CCA/CTA/NEA ON
2019-2020 INTERESTS**

REQUESTED ACTION:

Information OR Approval
 Consent OR Non-Consent

SUMMARY:

At the Board meeting on October 3, 2018, the Governing Board received the District's initial proposal of interests to the Solano College Chapter CCA/CTA/NEA, for the period 2019-2020.

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

October 5, 2018

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

October 17, 2018

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

SUBJECT: INITIAL PRESENTATION OF SOLANO COMMUNITY COLLEGE DISTRICT, BARGAINING PROPOSAL TO THE SOLANO COLLEGE CHAPTER CCA/CTA/NEA ON 2019-2020 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 Solano College Chapter CCA/CTA/NEA, to work with the Solano College Faculty Association on the following interest.

The District's interest is the consideration of contract amendments that support academic excellence, fiscal stability, a positive work environment and a clear understanding of the roles and responsibilities of both faculty and management.

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 POSITION DESCRIPTION

CLASS TITLE: Plumber – Facilities

BASIC FUNCTION:

Under the direction of the Asst. Director of Facilities, perform, plan, and direct skilled plumbing, welding, installation, repair and related maintenance work on a variety of utility systems and equipment at campus buildings and facilities; perform related duties as assigned.

DISTINGUISHING CHARACTERISTICS:

The incumbent in the Plumber classification performs a variety of skilled plumbing and related maintenance, including maintenance and repair of plumbing equipment and fixtures; repair water, air, gas, and sewer systems; install hot water heating systems; operate threading machines, sewer tapes and cables, and other plumbing tools and equipment; work from sketches, drawings and blueprints to install, connect, and repair equipment such as dish and clothes washing machines, vacuum breakers, backflow devices, gas safety appliances, lavatories; floor and chemistry sinks, drains, sump and circulatory pumps, hot water heaters and tanks, showers, swimming pools, gas ranges, valves, fittings and appurtenances, and copper, brass, steel, tile , glass, plastic and other pipes and their fittings; repair air and welding systems; inspect equipment, buildings, utility systems or other facilities needing plumbing work; estimate time and materials and cost involved; maintain records and reports of material, labor and time costs; perform other work as required.

ESSENTIAL DUTIES:

- Perform a variety of skilled plumbing, welding, and related maintenance, repair and installation duties.
- Install, maintain and repair various types of water treatment, heating and low-pressure boiler units and systems.
- Oversee, inspect, operate, install, replace, maintain, service and repair plumbing alterations and below and above ground systems; maintain and repair swimming pool plumbing and mechanical equipment; maintain and repair irrigation systems.
- Install and maintain water and waste piping.
- Tap water and sewer mains and laterals.
- Operate a variety of inspection, diagnostic and repair tools and equipment including welding equipment.
- Plan and estimate jobs and job costs; requisition supplies and materials; maintain records of equipment and materials used; prepare budget recommendation for modifications and equipment requirements; maintain and prepare a variety of records and reports pertaining to maintenance, repair and inspection activities.
- Cut and thread pipes; join pipes and lines using a variety of techniques.

- Repair and replace pipes and control valves, fittings and a variety of other fixtures and devices.
- Clean and remove obstructions from drains, water and sewer systems.
- Test safety equipment, water treatment and boiler water for proper mineral content and proper chemical levels.
- Install and maintain backflow devices to ensure that potable water lines are protected from backflow contamination.
- Plan, organize and lay out assigned tasks; estimates labor and material project costs.
- Maintain a variety of records including those related to preventive maintenance and service performed.
- Lift heavy objects with and without assistance (objects are sometimes elevated from ground level to above shoulders); carry and climb; operate or otherwise manipulate equipment and tools; frequent maneuvering, stooping, bending at waist and knees; frequent stretching while operating and repairing facilities.

SECONDARY FUNCTIONS:

- Assist in performing other skilled and semi-skilled maintenance duties as required.
- Perform 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.

Any combination equivalent to: graduation from high school and four years as a journey level plumber.

Demonstrated Knowledge of:

- Principles, methods, equipment, tools and materials of skilled plumbing installation, welding, maintenance and repair work pertaining to facility, building, and equipment maintenance, repair, and construction.
- Applicable building and safety codes and regulations.
- Principles and procedures of routine preventive maintenance.
- Occupational hazards and standard safety practices.

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: APPROVAL OF AWARD TO GAUMARD SCIENTIFIC
COMPANY FOR SIMULATOR EQUIPMENT FOR THE
FAIRFIELD CAMPUS' SCHOOL OF HEALTH SCIENCES

REQUESTED ACTION:

Information OR Approval
 Consent OR Non-Consent

SUMMARY:

Fairfield Campus' School of Health Sciences which includes the Nursing and EMS programs has a need to purchase three (3) different simulator systems defined as the HAL® Adult Advanced Multipurpose Simulator; the SuperTory® Advanced Neonatal Simulator; and the Advanced Pediatric HAL® Simulator for teaching and training purposes in the Nursing and Pre-Hospital programs.

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: Safety, Building appearance

Ed. Code: Board Policy: Estimated Fiscal Impact: \$157,133.74 Strong Workforce

SUPERINTENDENT'S RECOMMENDATION:

APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Victoria L. Lamica, Director of Purchasing & Support Svcs

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

ADDRESS

(707) 864-7259

TELEPHONE NUMBER

Robert V. Diamond

Vice President, Finance & Administration

VICE PRESIDENT APPROVAL

October 08, 2018

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

October 17, 2018

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: APPROVAL OF AWARD TO GAUMARD SCIENTIFIC
COMPANY FOR SIMULATOR EQUIPMENT FOR THE
FAIRFIELD CAMPUS' SCHOOL OF HEALTH SCIENCES**

SUMMARY:

CONTINUED ON THE PREVIOUS PAGE:

Staff has conducted a market survey and determined that there is only one known source that can provide the commodity, which is unique in nature to meet these requirements. The health care education provider, Gaumard Scientific Company is the exclusive authorized dealer of the simulator equipment. Staff has determined that it is in the best interest of the District to purchase the three (3) different simulator turn-key solution packages from Gaumard Scientific Company located in Miami, Florida.

The Board is asked to approve an award to Gaumard Scientific Company of Miami, Florida in the amount including freight and taxes, not to exceed \$157,133.74.

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: CONTRACT AWARD TO CA ARCHITECTS FOR
PROFESSIONAL SERVICES FOR BUILDING LIGHTING
UPGRADE PROJECT

REQUESTED ACTION:

- Information OR Approval
 Consent OR Non-Consent

SUMMARY:

Board approval is requested for award of a professional services contract to CA Architects for full architectural and engineering services for the Building Lighting Upgrade Project. Project funding is fully supported by Proposition 39 and will replace and upgrade lighting and lighting control systems for Buildings 1400, 1700A, 1700B and 1800A to improve energy efficiency and system control. The scope of work includes full architectural and engineering services for design/construction documents, bid phase services, and construction administration.

CONTINUED ON THE NEXT PAGE

STUDENT SUCCESS IMPACT:

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

Ed. Code: Board Policy: 3225; 3520 Estimated Fiscal Impact: \$29,500 Proposition 39 Funds

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Lucky Lofton
Executive Bonds Manager

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 863-7855

TELEPHONE NUMBER

Robert Diamond
VP, Finance & Administration

VICE PRESIDENT APPROVAL

October 5, 2018

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

Dr. Celia Esposito-Noy
Superintendent-President

October 5, 2018

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AWARD TO CA ARCHITECTS FOR
PROFESSIONAL SERVICES FOR BUILDING LIGHTING
UPGRADE PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

Proposals were solicited from firms in the District prequalified pool of architectural firms. Only one proposal was received, from CA Architects.

The proposal was evaluated, pricing found to be appropriate for the scope of work, and CA Architects is recommended for award of contract.

The Board is asked to approve a professional services contract to CA Architects, in the amount not to exceed \$29,500.

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

CLINICAL EXPERIENCE AGREEMENT

This Renewal Agreement is between **University Retirement Community at Davis, Inc.** (hereafter known as *HEALTH CENTER*) located at **1515 Shasta Drive, Davis, CA 95616** and **Solano Community College** (hereinafter known as *SCHOOL*) and located at **4000 Suisun Valley Road, Fairfield, California 94534-3197** and is effective as of October 18, 2018.

RECITALS

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

Now, therefore, the parties agree as follows:

1. GENERAL INFORMATION

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

2. SCHOOL'S RESPONSIBILITIES

- A. Student Profile. *SCHOOL* shall complete and send to *HEALTH CENTER* a profile for each student enrolled in the Program which shall include the student's name, address and telephone number, driver's license number and social security number, prior to the beginning of the planned clinical experience.
- B. Schedule of Assignments. The student to faculty ratio shall not exceed 15 to 1 per rotation. *SCHOOL* shall notify the *HEALTH CENTER* of its planned schedule of student assignments, including the name of the student, level of academic preparation and length and dates of clinical experience prior to the planned clinical experience.
- C. Program Coordinator. *SCHOOL* shall designate a faculty member to coordinate with a designee of *HEALTH CENTER* in the planning of the Program to be provided students.
- D. Records. *SCHOOL* shall maintain all personnel and academic records of the students.
- E. Rules and Regulations. *SCHOOL* shall enforce rules and regulations governing the students that are mutually agreed upon by *SCHOOL* and *HEALTH CENTER*.
- F. Supervision. *SCHOOL* is responsible for all training and will provide immediate and direct supervision of all students in their assigned groups at the *HEALTH CENTER*. No *HEALTH CENTER* staff shall be used to proctor, shadow, or teach the students.
- G. Health and Background Policy. *SCHOOL* shall provide *HEALTH CENTER*, prior to a student's arrival at the *HEALTH CENTER*, with proof of immunity, physical examination, TB skin test and criminal background screening consistent with *HEALTH CENTER* employee health policy and notify the *HEALTH CENTER* if student is a known carrier of an infectious or communicable disease. If such information indicates that patients of *HEALTH CENTER* would be placed at risk if treated by a particular student, *HEALTH CENTER* reserves the right to refuse to allow such student to participate in the clinical experience at *HEALTH CENTER*.
- H. Student Responsibilities. *SCHOOL* shall notify the students that they are responsible for:
 - 1) Following the clinical and administrative policies, procedures, rules and regulations of *HEALTH CENTER*.

- 2) Arranging for their own transportation and living arrangements when not provided by *SCHOOL*.
 - 3) Arranging for and assuming the cost of their own health insurance.
 - 4) Assuming responsibility for their personal illness, necessary immunizations, tuberculin test, and annual health examination.
 - 5) Maintaining confidentiality of patient information. No student shall have access to or have the right to receive any medical record, except when necessary in the regular course of the clinical experience. The discussion, transmission or narration in any form by students of any patient information of a personal nature, medical or otherwise, obtained in the regular course of the Program is forbidden except as a necessary part of the practical experience.
 - 6) Following dress code of the *HEALTH CENTER* and wearing name badges identifying themselves as students.
 - 7) Attending an orientation of the *HEALTH CENTER* provided by its staff and instructors.
 - 8) Providing services to the *HEALTH CENTER*'s patients under the direct supervision of a faculty provided by *SCHOOL* or *HEALTH CENTER*-provided staff/preceptors.
- I. Payroll Taxes and Withholdings. *SCHOOL* shall be solely responsible for any payroll taxes, withholdings, workers' compensation and any other insurance or benefits of any kind for students, employees, and agents of *SCHOOL* providing services under this Agreement. *SCHOOL* shall defend, indemnify, and hold *HEALTH CENTER* harmless from all liability and responsibilities therefore.

3. HEALTH CENTER'S RESPONSIBILITIES

- A. Clinical Experience. *HEALTH CENTER* shall accept from *SCHOOL* the mutually agreed upon number of students enrolled in the aforementioned Program and shall provide said students with supervised clinical experience.
- B. HEALTH CENTER Designee. *HEALTH CENTER* shall designate a member of *HEALTH CENTER*'s staff to participate with the designee of *SCHOOL* in planning, implementing and coordinating the training Program, including orientation.

- C. Access to Facilities. *HEALTH CENTER* shall permit students enrolled in the Program access to *HEALTH CENTER* Facilities as appropriate and necessary for their Program, provided that the presence of the students shall not interfere with the activities of *HEALTH CENTER*. Facilities includes space for clinical conferences and access to *HEALTH CENTER*'s Medical Library.
- D. Withdrawal of Students. *HEALTH CENTER* may request *SCHOOL* to withdraw from the Program any student who *HEALTH CENTER* determines is not performing satisfactorily, or who refuses to follow *HEALTH CENTER*'s administrative policies, procedures, rules and regulation. Such request must be in writing and must include a statement as to the reason or reasons why *HEALTH CENTER* desires to have the student withdrawn. Said request shall be complied with within five (5) days of receipt of same. *HEALTH CENTER* reserves the right to suspend from participation immediately any student who poses an imminent danger of harm to patients or others.
- E. Emergency Health Care/First Aid. *HEALTH CENTER* shall, on any day when student is receiving training at its Facility, provide to students necessary emergency health care or first aid for accidents occurring in its Facility. Except as provided regarding such emergencies, *HEALTH CENTER* shall have no obligation to furnish medical or surgical care to any student. Students will be financially responsible for all such care rendered in the same manner as any other patient.
- F. Staffing. *HEALTH CENTER* shall provide staff adequate in number and quality to insure safe and continuous health care services to patients, but it shall not decrease staff because students are training in the Facility. Student shall perform in a training capacity only and shall not be utilized to treat patients in lieu of trained professionals employed by the *HEALTH CENTER*.
- G. *HEALTH CENTER* must be in good standing with the Centers for Medicare and Medicaid Services (CMS) and not have any training enforcement restrictions.

4. AFFIRMATIVE ACTION AND NON-DISCRIMINATION

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

5. STATUS OF SCHOOL AND HEALTH CENTER

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

6. INDEMNIFICATION

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

7. INSURANCE

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

other material change in the amount or scope of any coverage required hereunder.

8. TERM AND TERMINATION

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

9. GENERAL PROVISIONS

- A. Amendments. This Agreement may be amended at any time by mutual agreement of the parties without additional consideration, provided that before any amendment shall become effective, it shall be reduced to writing and signed by the parties. Notwithstanding the foregoing, should any provision of this Agreement be in conflict with a governing State or federal law, it shall be deemed amended accordingly.
- B. Assignment. Neither party shall voluntarily or by operation of law, assign or otherwise transfer this Agreement without the other party's prior written consent. Any purported assignment in violation of this Section shall be null and void.
- C. Attorney's Fees. In the event that any action, including arbitration, is brought by either party to enforce or interpret the terms of this Agreement, the prevailing party in such action shall be entitled to its costs and reasonable attorney's fees, in addition to such other relief as the court or arbitrator may deem appropriate.
- D. Captions. Any captions to or headings of the articles, sections, subsections, paragraphs, or subparagraphs of this Agreement are solely for

the convenience of the parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of validity of this Agreement or any provision hereof.

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

1. Notice to the *HEALTH CENTER*:

Maria Burton
Healthcare Administrator
University Retirement Community at Davis, Inc.
1515 Shasta Drive
Davis, CA 95616
(530) 747-7008

2. Notice to the *SCHOOL*

Dean
School of Health Sciences
Solano Community College
4000 Suisun Valley Road, Room 805A
Fairfield, CA 94534

Telephone: (707)864-7108
FAX: (707) 646-2062

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

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

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

10. EXECUTION

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

HEALTH CENTER

SCHOOL

University Retirement Community at Davis, Inc.

Solano Community College

By: _____
Maria Burton

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

Title: Administrator

Title: Superintendent/President

Date: _____

Date: _____

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: CLINICAL EXPERIENCE AGREEMENT BETWEEN
SOLANO COMMUNITY COLLEGE AND UNIVERSITY
RETIREMENT COMMUNITY AT DAVIS, DAVIS,
CALIFORNIA FOR REGISTERED NURSING PROGRAM

REQUESTED ACTION:

Information OR Approval
 Consent OR Non-Consent

SUMMARY: A clinical experience agreement between Solano Community College District and University Retirement Community at Davis, 1515 Shasta Drive, Davis, CA 95616, is being presented for review and approval by the Governing Board. The approval of this agreement benefits the nursing program at Solano Community College by providing students with an assisted living and skilled nursing care facility in which to practice. The CCR for the Board of Registered Nursing, Section 1427 requires "A program that utilizes agencies and/or facilities for clinical experience shall maintain written agreements with such facilities." These agreements must be current, reviewed periodically, and revised, as indicated. A copy of the Agreement will be available in the Office of the Superintendent/President, in the Office of the Dean of the School of Health Sciences, and in the offices of University Retirement Community at Davis, 1515 Shasta Drive, Davis, CA 95616.

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: CCR 1427 Board Policy: 3520 Estimated Fiscal Impact: NONE

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

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

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7102

TELEPHONE NUMBER

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

VICE PRESIDENT APPROVAL

October 5, 2018

DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT

Celia Esposito-Noy, Ed.D.

Superintendent-President

October 17, 2018

DATE APPROVED BY
SUPERINTENDENT-PRESIDENT

CLINICAL EXPERIENCE AGREEMENT

This Renewal Agreement is between **University Retirement Community at Davis, Inc.** (hereinafter known as *HEALTH CENTER*) located at **1515 Shasta Drive, Davis, California 95616** and **Solano Community College** (hereinafter known as *SCHOOL*) and located at **4000 Suisun Valley Road, Fairfield, California 94534-3197** and is effective as of October 18, 2018.

RECITALS

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

Now, therefore, the parties agree as follows:

1. GENERAL INFORMATION

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

2. SCHOOL'S RESPONSIBILITIES

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

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

3. HEALTH CENTER'S RESPONSIBILITIES

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

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

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

4. AFFIRMATIVE ACTION AND NON-DISCRIMINATION

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

5. STATUS OF SCHOOL AND HEALTH CENTER

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

6. INDEMNIFICATION

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

7. INSURANCE

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

8. TERM AND TERMINATION

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

9. GENERAL PROVISIONS

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

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

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

1. Notice to the *HEALTH CENTER*:

Maria Burton
Healthcare Administrator
University Retirement Community at Davis, Inc.
1515 Shasta Drive
Davis, CA 95616

Telephone: (530) 747-7008

2. Notice to the *SCHOOL*

Dean
School of Health Sciences
Solano Community College
4000 Suisun Valley Road, Room 805A
Fairfield, CA 94534

Telephone: (707)864-7108
FAX: (707) 646-2062

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

10. EXECUTION

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

HEALTH CENTER

SCHOOL

University Retirement Community at Davis, Inc.

Solano Community College

By: _____
Maria Burton

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

Title: _____
Administrator

Title: _____
Superintendent/President

Date: _____

Date: _____

SOLANO COMMUNITY COLLEGE

REQUEST FOR APPROVAL OF
CURRICULUM COMMITTEE CURRICULUM ACTIVITIES

During the Fall 2018 semester in the month of September, the Solano Community College Curriculum Committee, a subcommittee of the Academic Senate, approved the following curriculum-related items. The approval of the Governing Board is requested as required by Title 5, Chapter 6, Subchapter 2, beginning with §55100.

CONSENT ITEM

None

ACTION ITEM

None

NEW COURSE

Course

(CP18F-14) ATHL 002D Intercollegiate Basketball Conditioning
--

(CP18F-15) BIOT 057 Synthetic Biology and Algae Biotechnology

(CP18F-16) BIOT 065 Biomanufacturing Fundamentals

(CP18F-22) ATHL 004B Pre-Season Intercollegiate Soccer
--

COURSE MODIFICATION

Course	Modification
--------	--------------

(CP18F-1) GEOG 001 Physical Geography	TOP Code, SLOs, Methods of Evaluation, Assignments, textbooks
---------------------------------------	---

(CP18F-6) FREN 003 Third Semester French	Description, SLOs
--	-------------------

(CP18F-21) CHEM 020 Elements of Chemistry	SLOs, Content
---	---------------

(CP18F-23) ART 003B Arts of Africa, Oceania, and the Americas	Add DE
---	--------

COURSE INACTIVATION

Course

(CP18F-17) CDFS 071 Language and Literature for ECE

(CP18F-18) CDFS 072 Art and Creative Development for ECE
--

(CP18F-19) CDFS 073 Music and Movement for ECE
--

(CP18F-20) CDFS 074 Science and Math for ECE
--

(CP18F-24) KINE 001A Adapted Aquatics

(CP18F-25) KINE 001D Adapted Weight Training
--

CURRICULUM REVIEW

Course	
---------------	--

none	
------	--

NEW PROGRAM

Program

none

PROGRAM MODIFICATION

Program	Modification
Microsoft Office Specialist	remove CIS 093
Astronomy	add courses

PROGRAM INACTIVATION

Program
Social Science A.A.

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

TO: Members of the Governing Board

**SUBJECT: SOLANO COMMUNITY COLLEGE CAMPUS SHERIFF'S
 OFFICE ANNUAL SECURITY REPORT (CLERY REPORT)**

REQUESTED ACTION:

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

SUMMARY:

The Solano Community College Campus Sheriff's Office (SCCCSO) is committed to providing a safe and secure environment in which our Administration, Faculty and Staff create an atmosphere of learning for our students. In compliance with the Jeanne Clery Disclosure Act, SCCCSO produces an Annual Security Report (ASR) which covers specific Clery Act crime data for the previous three years as well as other important information for employees and students. The 2018 Annual Security Report is now available for your review at:

<http://www.solano.edu/police/statistics.php>

STUDENT SUCCESS IMPACT:

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

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

Lt. Brian Travis
 Solano County Sheriff's Office

PRESENTER'S NAME

4000 Suisun Valley Road
 Fairfield, CA 94534

ADDRESS

(707) 864-7000

TELEPHONE NUMBER

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

VICE PRESIDENT APPROVAL

October 9, 2018

**DATE SUBMITTED TO
 SUPERINTENDENT-PRESIDENT**

October 17, 2018

**DATE APPROVED BY
 SUPERINTENDENT-PRESIDENT**