

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

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

EMPLOYMENT 2020-2021

Regular Assignment

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Darah Macaraeg	Student Services Assistant II – Financial Aid	03/18/2021
Carolina Rodriguez	Student Services Assistant II – Financial Aid	03/18/2021

Out of Class Assignment

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Zachary Hammond	Financial Aid Specialist	03/01/21 – 06/30/21
Kate Larot	Financial Aid Specialist	03/01/21 – 06/30/21
Antoinette Troupe-Gardner	Financial Aid Specialist	03/01/21 – 06/30/21

Salvatore Abbate
Human Resources

March 5, 2021

Date Submitted

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

March 17, 2021

Date Approved

Short-Term/Temporary/Substitute

<u>Name</u>	<u>Assignment</u>	<u>Fund/Grant Name</u>	<u>Effective</u>	<u>Amount</u>
Kevin Butt	Production Assistant- Choreographer for Spring Musical	General Fund	03/18/21 – 04/28/21	\$14.00/hr.
Laura Maghoney	Faculty DE Training Modules	CARES	08/17/20 – 12/18/20	\$69.05/hr.
Sam McKinney	PE/Athletic Assistant	General Fund 50%/Cares Funds 50%	03/18/21 – 06/30/21	\$15.00/hr.
Iyeisha Miller	Special Project- Workshop Presenter	Foster Kinship Care Education	03/04/21 – 06/30/21	\$40.00/hr.
Vincent Webster	EMT Journey Level Assistant	Strong Workforce	03/04/21 – 05/31/21	\$25.00/hr.

GRATUITOUS SERVICE

<u>Name</u>	<u>School/Department</u>	<u>Effective</u>	<u>Assignment</u>
Connor Van Alstyne	Athletics	03/18/21 - 06/30/21	Tennis Coach

**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:

02/03/2021	Vendor Payments	11105230-11105240	\$ 153,355.44
02/03/2021	Vendor Payments	11105241-11105246	\$ 26,632.09
02/03/2021	Vendor Payments	11105247-11105331	\$ 918,616.06
02/09/2021	Vendor Payments	11105332-11105334	\$ 5,463.26
02/09/2021	Vendor Payments	11105335-11105336	\$ 1,845.00
02/09/2021	Vendor Payments	11105337-11105386	\$ 162,575.01

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: 70902 & 81656</i>	<i>Board Policy: 3240</i>	<i>Estimated Fiscal Impact: \$4,017,590.38</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

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

Robert V. Diamond, Finance and Administration

VICE PRESIDENT APPROVAL

March 5, 2021

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

March 17, 2021

**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:

02/11/2021	Vendor Payments	11105387-11105388	\$ 1,946,241.25
02/11/2021	Vendor Payments	11105389-11106754	\$ 251,541.10
02/11/2021	Vendor Payments	11106755	\$.01
02/16/2021	Vendor Payments	11106756-11106757	\$ 876.00
02/16/2021	Vendor Payments	11106758-11106760	\$ 18,307.50
02/16/2021	Vendor Payments	11106761-11106802	\$ 76,132.03
02/23/2021	Vendor Payments	11106803	\$.01
02/23/2021	Vendor Payments	11106804-11106806	\$ 6,356.33
02/23/2021	Vendor Payments	11106807-11106810	\$ 6,522.06
02/23/2021	Vendor Payments	11106811-11106850	\$ 308,128.01
02/25/2021	Vendor Payments	11106851	\$.01
02/25/2021	Vendor Payments	11106852-11106896	<u>\$ 134,999.21</u>

TOTAL: \$ 4,017,590.38

AGENDA ITEM 11.(d)
MEETING DATE March 17, 2021

**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, Ph.D., Vice President

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Melody Stockwell	Website management support including monitoring CCCAA compliance with mandated statistics on the Solano Athletics Website. To maintain integrity of official Solano College Athletics Presto website; write and post-game recaps and stories. Upload, organize, and fill in media and other pertinent information on the website. Purpose is to hold historical and current game and athletic data for community to view. Update and showcase Solano’s events and 10 intercollegiate athletic programs.	March 18, 2021– June 30, 2021	Not to exceed \$2,000.00

Robert V. Diamond

Vice President, Finance & Administration

March 5, 2021

Date Submitted

Celia Esposito-Noy, Ed.D.

Superintendent-President

March 17, 2021

Date Approved

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

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Andrew Barnes Jamieson	Professional musician: pianist, composer and arranger, who will be contributing soundtrack to our animation students' final project. Guest Speaker in Introduction to Animation / Art 47, taught by Rachel Smith.	January 19, 2021– May 20, 2021	Not to exceed \$200.00
Grey Van Pelt	Provide direct interpreting support for 10 ASL students graduating Spring 2021. Provide ongoing support, training, professional development and mentoring that is consistent throughout the remainder of the semester. As Grayson is also an employer, this is a robust opportunity for our students to develop their interpreting skills in a professional setting and gain valuable insight into the professional world of interpreting.	March 18, 2021- May 31, 2021	Not to exceed \$9,600.00

Student Services
Shannon Cooper, Psy.D., Vice President

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Sabrina Sencil	To provide research and planning staff professional development. Activities will include: data analysis with a focus on review of disaggregated data in order to work towards our diversity, equity and inclusion goals; program review and evaluation.	March 18, 2021– June 30, 2021	Not to exceed \$7500.00

**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>
John Zimmerman	Adjunct EMT Instructor 11 Years service with SCC	08/01/2019

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: 24205 Board Policy: 4400 Estimated Fiscal Impact: N/A

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

Salvatore Abbate
Human Resources

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7263

TELEPHONE NUMBER

VICE PRESIDENT APPROVAL

March 5, 2021

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

March 17, 2021

**DATE APPROVED B/Y
SUPERINTENDENT-PRESIDENT**

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: VP SALARY SCHEDULE

REQUESTED ACTION:

- Information OR Approval
- Consent OR Non-Consent

SUMMARY:

The existing Range 54 of the management salary schedule does not conform to the standard salary schedule format of 4% between steps. Using the top step 8, and reducing each previous step by 4%, the new resulting range meets the goal of “squaring” the vice presidents’ salary schedule and eliminates the inequity that previously existed.

Additionally, this range will no longer appear as part of the management salary schedule, but will be a separate Vice President and Executive Bond Manager level salary schedule.

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: None</i>
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SUPERINTENDENT’S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Salvatore Abbate
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

March 5, 2021

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

March 17, 2021
**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

SOLANO COMMUNITY COLLEGE DISTRICT

Vice Presidents and Executive Bond Manager Salary Schedule

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
139,004.57	144,564.75	150,347.34	156,361.24	162,615.69	169,120.31	175,885.13	182,920.53

Employees possessing an earned doctorate from an accredited institution will receive an additional \$2400 Annually

Career Increments after:

10 years	\$1,000
15 years	\$1,200
19 years	\$1,500
20 years	\$1,600
25 years	\$2,300
29 years	\$3,000

Salary Schedule is based on 229 workdays

Effective: 01/01/2021

Board Approved: 03/17/2021

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

TO: **Members of the Governing Board**

SUBJECT: **MEASURE Q BOND PROJECT INITIATION: ADA
IMPROVEMENTS PROJECT – PHASE 2**

REQUESTED ACTION:

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

SUMMARY:

Board approval is requested for initiation of the ADA Improvements Project – Phase 2. This project is the second phase of a District-wide project to update campus facilities to ensure access for disabled students.

On April 2, 2014, the Board approved the 2013 Facilities Master Plan, including the Accessibility

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:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact: N/A. Projects are part of the total Measure Q expenditure of \$348,000,000</i>
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SUPERINTENDENT’S RECOMMENDATION: **APPROVAL** **DISAPPROVAL**
 NOT REQUIRED **TABLE**

Lucky Lofton
Executive Bonds Manager

PRESENTER’S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 863-7855

TELEPHONE NUMBER

Robert V. Diamond
Vice President, Finance & Administration

VICE PRESIDENT APPROVAL

March 5, 2021

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

March 17, 2021

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: MEASURE Q BOND PROJECT INITIATION: ADA
IMPROVEMENTS PROJECT – PHASE 2**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

Transition Plan in Book 3: The Process and Assessments. All facilities owned and leased by the District were surveyed for program barriers. The District's Accessibility Committee reviewed the surveys and prioritized the needed work, resulting in an Accessibility Transition Plan. The Measure Q ADA Improvements Project addresses the needed work.

The Board is asked to approve the initiation of the ADA Improvements Project – Phase 2 as described in the attached Project Initiation Form.



**SOLANO CCD CAPITAL IMPROVEMENT PROGRAM
Project Initiation Form**

Campus:	<u>District Wide</u>	Date:	<u>03/17/21</u>
Building Name(s):	<u>N/A</u>	Project No.:	<u>815000</u>
Project Name:	<u>ADA Improvements Project - Phase 2</u>		
Project Scope:	<u>Work done under this project will remove architectural barriers to program accessibility within public rights of way and within buildings, campus exterior, and other facilities operated by SCCD. The project includes the following components: planning, assessment, surveys, design, construction and / or installation.</u>		
Project Cost Estimate:	<u>\$ 1,000,000</u>	Building Square Footage:	<u>N/A</u>
Construction Cost Estimate:	<u>\$ 750,000</u>	Construction Cost/Sq. Ft.:	<u>N/A</u>
Funding Source(s):	<u>Measure Q Bond Funds</u>		
Design Consultant:	<u>TBD</u>		
Design Start Date:	<u>March 2021</u>		
Construction Start/End Schedule:	<u>May 2021 / December 2023</u>		
Delivery Method:	<u>Design-Bid-Build, primarily; however other methods may be used based upon project scope and timing</u>		
Comments:	<u>This project is part of the implementation of the February 2014 ADA Transition Plan Update and the Facilities Master Plan Update 2020.</u>		
KCEM Project Manager	<u>TBD</u>		
Submitted by:	<u>Priscilla Meckley</u> Program Director, Kitchell CEM		
PROJECT AUTHORIZATION			
	<u>Priscilla Meckley</u> Program Director Kitchell CEM		<u>Lucky Lofton</u> Executive Bonds Manager Solano Community College District

PLEASE NOTE: This PIF (Project Initiation Form) is provided at the onset of a large stand-alone project or for a bond spending plan category when a new tranche is established. This form summarizes the overall intent for the project or bond spending plan category prior to the start of the work. It is expected that (after initiation) scope, schedule and budget will likely change as the work is done. This PIF is not resubmitted to reflect these changes, if and when they occur, as Board of Trustees are informed of and take action upon (per policy and procedures) project and program work as it progresses.

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: MEASURE Q BOND PROJECT INITIATION: IT
INFRASTRUCTURE IMPROVEMENTS PROJECT -
PHASE 3

REQUESTED ACTION:

- Information OR Approval
 Consent OR Non-Consent

SUMMARY:

Board approval is requested for initiation of the IT Infrastructure Improvements Project – Phase 3. The IT Infrastructure Improvements Project is to provide necessary network, communication systems, desktop services and equipment improvements in support of instructional, student support and office spaces.

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:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact: N/A. Projects are part of the total Measure Q expenditure of \$348,000,000</i>
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SUPERINTENDENT’S RECOMMENDATION:

- APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Lucky Lofton
Executive Bonds Manager

PRESENTER’S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 863-7855

TELEPHONE NUMBER

Robert V. Diamond
Vice President, Finance & Administration

VICE PRESIDENT APPROVAL

March 5, 2021

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

March 17, 2021

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: MEASURE Q BOND PROJECT INITIATION: IT
INFRASTRUCTURE IMPROVEMENTS PROJECT -
PHASE 3**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

Phases 1 and 2 of the IT Infrastructure Improvements were completed. This project is the third phase of the overall IT Infrastructure Improvements Project and is aligned with the third tranche of bond funding.

The Board is asked to approve the initiation of the IT Infrastructure Improvements Project – Phase 3 as described in the attached Project Initiation Form.



**SOLANO CCD CAPITAL IMPROVEMENT PROGRAM
Project Initiation Form**

Campus:	District Wide _____	Date:	03/17/21
Building Name(s):	N/A	Project No.:	812000
Project Name:	IT Infrastructure Improvements - Phase 3		
Project Scope:	IT Infrastructure Improvements project is a district-wide technology infrastructure project intended to provide necessary network, communication systems, desktop services and equipment improvements in support of instructional, student support and office spaces. The project includes the following components: planning, assessment, surveys, design and construction; IT and security equipment; and project/construction management.		
Project Cost Estimate:	\$ 1,700,000	Building Square Footage:	N/A
Construction Cost Estimate:	TBD	Construction Cost/Sq. Ft.:	N/A
Funding Source(s):	Measure Q Bond Funds		
Design Consultant:	TBD		
Design Start Date:	March 2021		
Construction and/or Procurement Start/End Schedule:	March 2021 / December 2023		
Delivery Method:	Design-Build and Design-Bid-Build, as well as other delivery methods appropriate to project scope and timeline		
Comments:	This PIF is for the third phase of the overall IT Infrastructure Improvements Project and it is aligned with the third tranche of bond funding.		
KCEM Design Manager	TBD		
Submitted by:	_____ Priscilla Meckley Program Director, Kitchell CEM		
PROJECT AUTHORIZATION			
	_____ Priscilla Meckley Program Director Kitchell CEM		_____ Lucky Lofton Executive Bonds Manager Solano Community College District

PLEASE NOTE: This PIF (Project Initiation Form) is provided at the onset of a large stand-alone project or for a bond spending plan category when a new tranche is established. This form summarizes the overall intent for the project or bond spending plan category prior to the start of the work. It is expected that (after initiation) scope, schedule and budget will likely change as the work is done. This PIF is not resubmitted to reflect these changes, if and when they occur, as Board of Trustees are informed of and take action upon (per policy and procedures) project and program work as it progresses.

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: MEASURE Q BOND PROJECT INITIATION: SMALL CAPITAL PROJECTS – PHASE 3

REQUESTED ACTION:

- Information OR Approval
 Consent OR Non-Consent

SUMMARY:

Board approval is requested for initiation of the Small Capital Projects - Phase 3. Small Capital Projects - Phase 3 will consist of smaller scale improvement projects intended to provide necessary instructional, student support, office space, and general facility improvements District-wide.

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:

Ed. Code: Board Policy: Estimated Fiscal Impact: N/A. Projects are part of the total Measure Q expenditure of \$348,000,000

SUPERINTENDENT’S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Lucky Lofton
Executive Bonds Manager

PRESENTER’S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 863-7855

TELEPHONE NUMBER

Robert V. Diamond
Vice President, Finance & Administration

VICE PRESIDENT APPROVAL

March 5, 2021

DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT

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

March 17, 2021

DATE APPROVED BY
SUPERINTENDENT-PRESIDENT

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

TO: Members of the Governing Board

**SUBJECT: MEASURE Q BOND PROJECT INITIATION: SMALL
CAPITAL PROJECTS – PHASE 3**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

This is for the third phase of the Small Capital Projects and is aligned with the third tranche of the bond program.

The Board is asked to approve the initiation of the Small Capital Projects - Phase 3 as described in the attached Project Initiation Form.



**SOLANO CCD CAPITAL IMPROVEMENT PROGRAM
Project Initiation Form**

Campus:	<u>District Wide</u>	Date:	<u>03/17/21</u>
Building Name(s):	<u>Fairfield, Vallejo and Vacaville Campus Buildings</u>	Project No.:	<u>813000</u>
Project Name:	<u>Small Capital Projects - Phase 3</u>		
Project Scope:	<u>Small Capital Projects is a project consisting of smaller scale improvement projects intended to provide necessary instructional, student support, office space, and general facility improvements District-wide.</u> <u>The project includes the following components: planning, assessments, surveys, design, construction, installations, FF&E (furniture, fixtures and equipment), and project/construction management.</u>		
Project Cost Estimate:	<u>\$ 1,820,000</u>	Building Square Footage:	<u>N/A</u>
Construction Cost Estimate:	<u>\$ 1,310,000</u>	Construction Cost/Sq. Ft.:	<u>N/A</u>
Funding Source(s):	<u>Measure Q Bond Funds</u>		
Design Consultant:	<u>TBD</u>		
Design Start Date:	<u>March 2021</u>		
Construction Start/End Schedule:	<u>May 2021 / December 2023</u>		
Delivery Method:	<u>Design-Bid-Build, Design-Build, and various other delivery methods as appropriate to project scope and timeline.</u>		
Comments:	<u>This is for the third phase of the overall Small Capital Project and is aligned with the third tranche of the bond funding.</u>		
KCEM Design Manager	<u>TBD</u>		
Submitted by:	<u>Priscilla Meckley</u> Program Director, Kitchell CEM		
PROJECT AUTHORIZATION			
	<u>Priscilla Meckley</u> Program Director Kitchell CEM		<u>Lucky Lofton</u> Executive Bonds Manager Solano Community College District

PLEASE NOTE: This PIF (Project Initiation Form) is provided at the onset of a large stand-alone project or for a bond spending plan category when a new tranche is established. This form summarizes the overall intent for the project or bond spending plan category prior to the start of the work. It is expected that (after initiation) scope, schedule and budget will likely change as the work is done. This PIF is not resubmitted to reflect these changes, if and when they occur, as Board of Trustees are informed of and take action upon (per policy and procedures) project and program work as it progresses.

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

TO: Members of the Governing Board

SUBJECT: ATHLETIC AGREEMENT BETWEEN NAPA VALLEY COLLEGE AND SOLANO COMMUNITY COLLEGE

REQUESTED ACTION:

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

SUMMARY:

In 1983, Solano Community College and Napa Valley College entered into an athletic agreement to establish a regional partnership that would allow each college to host viable programs individually and identified those that both colleges would offer.

This agreement will be in effect from July 1, 2021 through June 30, 2022. This agreement is subject to annual review.

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: N/A</i>
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SUPERINTENDENT’S RECOMMENDATION: **APPROVAL** **DISAPPROVAL**
 NOT REQUIRED **TABLE**

Erik Visser, Director of Athletics

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

ADDRESS

707-864-7126

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

VICE PRESIDENT APPROVAL

March 1, 2021

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

March 17, 2021

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**



February 25, 2021

Dear Newton:

We are respectfully requesting the BVC and CCCAA's annual approval of the Napa-Solano Athletic Agreement, effective July 1, 2021 to June 30, 2022.

Napa Valley College and Solano Community College entered into the athletic agreement in 1983. This partnership was based on the inability of the two colleges to fully fund comprehensive athletic programs. A regional approach was developed with each college hosting viable programs. The updated listing is as follows:

- A. Solano Community College only:
 - Football (not currently offered)
 - Water Polo (not currently offered)
 - Men's and Women's Swimming and Diving
 - Men's and Women's Tennis

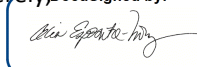
- B. Napa Valley College only:
 - Men's Soccer
 - Men's and Women's Golf

- C. Both:
 - Volleyball
 - Baseball
 - Men's and Women's Basketball
 - Softball
 - Women's Soccer

Both college Governing Boards support and endorse this athletic agreement. It is the intention of the Boards to continue the agreement with yearly review.

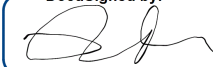
Please contact us if we can provide further clarification.

Sincerely,
DocuSigned by:


3B8AE73C1DB44E5...

Celia Esposito-Noy, Ed. D
Superintendent-President
Solano Community College

DocuSigned by:


EDA494CA82E74D6...

Ronald D. Kraft, Ph. D.
President
Napa Valley College

Cc: R. Harris, Dean, Health Occupations, Napa Valley College
J. Dunlap, Athletic Director, Napa Valley College
E. Visser, Athletic Director, Solano Community College

2277 Napa-Vallejo Highway, Napa, CA 94559
(707) 256-7650, (707) 256-7659 fax

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

TO: **Members of the Governing Board**

SUBJECT: **RENEWAL CLINICAL EXPERIENCE AGREEMENT BETWEEN
SOLANO COMMUNITY COLLEGE AND ADVENTIST HEALTH,
VALLEJO, CALIFORNIA**

REQUESTED ACTION:

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

SUMMARY:

A *renewal* clinical experience agreement between Solano Community College District and Adventist Health, Vallejo, 525 Oregon Street, Vallejo, California 94590, 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 a mental health care facility in which to train. 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 Adventist Health, Vallejo, 525 Oregon Street, Vallejo, California 94590.

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**

Sheila Hudson, Ed.D.,
Dean, School of Health Sciences

PRESENTER’S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS
707-864-7108

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

VICE PRESIDENT APPROVAL

March 5, 2021

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

March 17, 2021

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

Adventist Health Vallejo

Clinical Experience Agreement

This Agreement is between St. Helena Hospital d/b/a Adventist Health Vallejo, a California not for profit religious corporation (hereinafter referred to as a Hospital. and Solano Community College (hereinafter referred to as a School). Hospital and School are collectively referred to as "Parties" and individually as "Party."

WHEREAS, the Hospital is willing under certain conditions to allow the School to utilize facilities of the Center for Behavioral Health for clinical experiences in behavioral health for students enrolled in the Solano Community College Nursing Department, working toward an associate or baccalaureate degree in nursing (including instructors or faculty affiliated with the School); and

WHEREAS the School wishes to utilize the facilities of the Center for Behavioral Health for student clinical experiences in areas of behavioral health for its students enrolled in Solano Community College Nursing Department who are working toward an associate or baccalaureate degree in nursing;

Now, therefore, the parties agree as follows:

Article I. **Purpose of Affiliation**

To provide clinical experiences in behavioral health for students enrolled in the Solano Community College Nursing Department for an associate or baccalaureate degree in nursing.

Article II. **Responsibilities of School**

The School shall:

1. Plan, develop, implement and evaluate the program nursing clinical experiences at the Hospital.
2. Provide qualified faculty (in a number to be agreed upon between the School and the Hospital), who will be responsible for the assignment, guidance, instruction, supervision and evaluation of all student experiences provided at the Hospital unless otherwise specifically arranged; and to identify a School liaison to collaborate with designed Hospital liaison to make plans for practice and/or observational nursing experiences.

3. Provide students who are properly enrolled in the School's nursing program for clinical affiliation at the Hospital, including the testing and selection of all such students, and orientation to the Hospital as requested.
4. Require that each student involved in the clinical affiliation must
 - Provide evidence of current CPR (Cardio Pulmonary Resuscitation) certification
 - Complete a background check and be cleared to provide one-to-one patient care and complete a drug screen prior to beginning clinical experiences, providing evidence of background check and drug screen upon request by the Hospital (costs to be borne by the student)
 - Present medical certification as required by Hospital, such as students will adhere to the Hospital's Immunization for Healthcare worker requirements, have had a timely negative TB test or chest X-ray, and have undergone a physical examination within the year immediately prior to beginning the clinical affiliation
 - Provide own transportation to and from the Hospital
 - Pay for meals eaten at the Hospital cafeteria
 - Assume responsibility for personal illness other than emergencies arising at the Hospital in which case an ambulance shall be called as indicated to transport the student to the nearest Emergency Department. The Hospital shall not be obligated to furnish any other medical or surgical service to any student (e.g., there is no Emergency Department at the Hospital).
 - Abide by policies for dress, performance, and personal conduct as determined by the Hospital and by the School including the wearing of an approved picture ID Badge at all times when in the Hospital. Students may be required to participate in the Hospital's performance improvement plan.
5. Assume responsibility for ascertaining that student and faculty health status and physical condition are in conformance with the Hospital's health requirements. The School further agrees to assume full responsibility for instructing faculty and students prior to the start of clinical experiences in all applicable State or Federal mandated topics affecting healthcare providers including, but not necessarily limited to, Hazardous materials handling and disposal, blood-borne pathogens, and Universal (Standard) Precautions.
 - Reserve the right to discontinue the assignment of any student at any time during the period of this Agreement.

- Withdrawal of Students. Hospital may request School to withdraw from the Program any student who Hospital determines is not performing satisfactorily, or who refuses to follow Hospital's administrative policies, procedures, rules, and regulation. Such request must be in writing and must include a statement as to the reason or reasons why Hospital desires to have the student withdrawn. Said request shall be complied with within five (5) days of receipt of same. Hospital reserves the right to suspend from participation immediately any student who poses an imminent danger of harm to patients or others.
 - Notify faculty and clinical affiliation students that they must obtain prior written approval from the Hospital in order to obtain and/or to publish any material (including photographs, videos, audio recordings) relating to their clinical experience with the Hospital.
6. Provide to the Hospital the names and phone number of student(s) in each clinical experience, names and phone numbers of instructors who are assigned to the Hospital, along with information regarding the need for orientation of new instructors at least one (1) month prior to the start of the clinical experience.
 7. Plan with Hospital liaison and mutually agree upon the scheduling of students for clinical experiences at least ten (10) days in advance of the start of the clinical experience at the Hospital; keeping appropriate Hospital supervisory personnel informed of the schedules of students assigned to the area and to consult with designated Hospital personnel regarding student assignments.
 8. Require all students and instructors to abide by all policies, procedures, rules and regulations of Hospital and to refrain from representing themselves as agents or employees of the Hospital, and to follow any direction or decision rendered by the proper Hospital personnel (e.g., in all emergency situations requiring immediate solution to resolve the situation in favor of the patient, placing the student in the position of an observer with subsequent clarification to follow between instructor and the Hospital representative).
 9. May require the School to relieve a faculty member whose behavior, competency, or other conditions are, in the Hospital's opinion detrimental to the operation of the Hospital and/or to the proper rendering of quality care to the Hospital's patients.
 10. To assume full responsibility for cost or replacement of equipment and/or property that is broken or damaged due to negligence on the part of the School's students or faculty.

Article III.
Responsibilities of Hospital

The Hospital shall:

1. Accept a specified number of students for participation in the clinical experience, to be determined at the sole discretion of the Hospital dependent upon the Hospital's space, patient population, appropriate supervisory staff, and any other considerations reasonably related to the furnishing of quality care by the Hospital to its patients.
2. Provide adequate conference room or teaching space for the instructors and students.
3. Provide clinical educational experiences and opportunities in accordance with the objectives of the clinical affiliation as mutually agreed upon by the Hospital and School.
4. Provide students and instructors use of the cafeteria facilities in the Hospital.
5. Provide instructions for accessing Policy/Procedure Manuals (available electronically and in hard copy in one location in the Hospital).
6. Identify a liaison officer between Hospital and School.
7. Participate in concurrent and final evaluation of students' clinical experiences as indicated and/or as requested.
8. Provide supervisory staff and personnel as mutually agreed upon between the Hospital and the School.
9. Stipulate that the students and/or instructors will not take the place of employees of the Hospital.
10. Reserve the right to remove temporarily, or permanently, from the clinical experience at the sole discretion of Hospital, any student found to be in violation of Hospital policy, rules and regulations, or who does not meet the Hospital's expectations with regard to appropriate dress, behavior, health practices, or who poses an immediate hazard to or disruption of patient care, or who appears to be under the influence of drugs, alcoholic beverages, or other chemicals. The Hospital agrees to notify the School in writing of any such action.
11. Retain professional and administrative responsibility for the services rendered pursuant to this Agreement and in accordance with applicable State and Federal law. The Hospital's

retention of these responsibilities shall not be construed to alter or modify in any way the indemnification, insurance, or independent School provisions set forth herein. Students and instructors, as participants in clinical experiences, will not replace Hospital staff.

Article IV.
Insurance or Self-Insurance Program

Throughout the term of this Agreement both parties, the School and the Hospital, shall maintain, at each party's sole cost and expense, policies of insurance or self-insurance providing coverage for general liability and professional liability in the minimum amount of \$1 million per occurrence, \$3 million annual aggregate, as may be necessary to protect the party and its employees, agents or representatives in the discharge of its or their responsibilities and obligations under this Agreement. In the event students are not required to maintain personal professional liability insurance, the School shall assume full responsibility for including such students as covered individuals within its policy of insurance or self-insurance. The School shall provide evidence of all policies of insurance or self-insurance required in the Agreement by certificates provided to the Hospital prior to the effective date of this Agreement.

- The School agrees to maintain workers' compensation insurance covering all personnel employed to perform services pursuant to this Agreement in accordance with all applicable workers' compensation laws. The School shall assume full responsibility for either covering students under its workers' compensation insurance policy or requiring each student to arrange for their own health insurance when not provided by the School.
- In the event students or faculty are required to use personal automobiles in the course of the clinical experience which is the subject of this Agreement, the School agrees to furnish evidence of such business automobile liability insurance or an equivalent program of self-insurance (owned, non-owned and hired automobiles included) for its students and/or instructors with a combined single limit of no less than \$1 million per occurrence. In any case, patients may not be transported by students or instructors in private vehicles for any reason.
- In the event that either the School or the Hospital becomes aware of any alleged injury arising out of the care or treatment of any patient in connection with the clinical affiliation, each party has a duty to give the other party written notice containing the particulars sufficient to identify the name and address of the allegedly injured person, place and circumstances of the alleged incident and the addresses of available witnesses. Subject to the terms of the respective professional liability/ malpractice coverages/self-insurance program, each of the parties hereto shall cooperate with each other and in the conduct of suits and enforcing any right of contribution or indemnity against any person or organization who may be liable to either of the parties because of injury with respect to which insurance is afforded, and each of the parties shall attend the hearings and trials and assist in securing evidence and obtaining the attendance of witnesses.

Article V.
Indemnification/Hold Harmless

Each party, the School and its employees, agents, instructors, and students, and the Hospital and its employees and agents, shall be responsible for their own acts and omissions and shall not be responsible for the acts and omissions of the other party in carrying out this agreement.

- Each party, the School and the Hospital, agrees to indemnify and hold harmless the other party against all actions, claims, or demands whatsoever including costs, expenses, and attorney fees to which the other party may be put arising out of each party's negligent acts and omissions during the performance of this Agreement.
- It is agreed that neither any termination of this Agreement nor completion of the acts performed under this Agreement shall release the School from the obligation to indemnify the Hospital as to any claim or cause of action which occurred, or is alleged to have occurred, prior to the effective date of such termination or completion.

Article VI.
Relationship of Parties

It is understood by the parties that the School is independent with respect to the Hospital and that students and instructors are not employees of the Hospital. The Hospital will not provide benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of the School. The students and instructors shall be responsible for own health, travel, automobile, equipment, property, and errors and omissions related to the services provided hereunder.

Article VII.
Medical Records

No student or faculty shall have access to, or have the right to review, any medical record or patient information, except where necessary in the regular course of the clinical experience. The discussion, transmission or narration in any form by students or faculty of any patient

Information of a personal nature, medical or otherwise, obtained in the regular course of the program is strictly forbidden except as a necessary part of the clinical experience.

Article VIII.
Confidentiality

The School recognizes that the Hospital has and will have confidential information pertaining

to patients, hard copies and computer information as well as other information, which are valuable, special and unique assets of the Hospital. The School agrees that the School and its faculty and students will not at any time or in any manner, either directly or indirectly, use any information for the School's own benefit, or divulge, disclose or communicate in any manner any information to any third party without the prior written consent of the Hospital and will conform to all provisions of HIPAA Privacy and Security Rules. The School and its faculty and students will protect the information and treat it as strictly confidential. The School assumes responsibility and liability if copies of or information contained in records is inappropriately disclosed.

The School agrees, during or after the term of this Agreement, not to disclose confidential patient information or quality assurance information to any person, firm, corporation or association for any reason or purpose whatsoever. Breach of this provision by the School will result in immediate termination of this Agreement and will result in the Hospital seeking full remedies available to it for such breach, including recovery of damages from the School. The confidentiality provision of this Agreement shall remain in full force and effect after the termination of the Agreement.

- The School will promptly report to the Hospital any use or disclosures, of which the School becomes aware, of Protected Health Information in violation of HIPAA or other confidentiality regulations.

Article IX
Return of Records

No records or materials shall be removed from the Center for Health and/or St. Helena Hospital. Upon termination of the Agreement, School shall return to Entity all records including Entity business records, medical records, or manuals that are in the School's possession or under School's control, if any exist.

Article X.
Notices

All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, and addressed as follows:

Hospital

St Helena Hospital
d/b/a Adventist Health Vallejo
Steve Herber, MD
President
525 Oregon Street
Vallejo, CA 94590

School

Solano Community College Registered Nursing
Program
Attn: Erin Craig, MS, RN, CNS-BC,
MHNP-BC, Director of Nursing
Address: 4000 Suisun Valley Road, Fairfield,
California 94534
Phone: (707) 864-7108

Either party may change its mailing address by sending notice of a new address to the other party pursuant to this Section.

Article XI.
Severability

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If any court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

Article XII.
Waiver of Contractual Right

The failure or either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of the party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

No failure by either party to insist upon the strict performance of any covenant, term, or condition of this Agreement or to exercise a right or remedy shall constitute a waiver. No waiver of any breach shall affect or alter this Agreement, but each and every covenant, condition, and term of this Agreement shall continue in full force and with respect to any other existing or subsequent breach.

Article XIII.
Amendment

This Agreement may be amended at any time by mutual agreement of the parties, provided that before any amendment shall be operative or valid it shall have been reduced to writing and signed by both parties.

Article XIV.
Nondiscrimination

The Parties agree not to unlawfully discriminate in the care of any patient pursuant to this Agreement because of race, color, national origin, religion, gender, sexual orientation, handicap, age, veteran's status, medical condition (cancer-related) as defined in Section 12926 of the California Government Code, ancestry, marital status, or citizenship within the limits imposed by law.

Article XV.
Entire Agreement

This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreements whether oral or written. This Agreement supersedes any prior written or oral agreement between the parties.

Article XVI.
Code of Conduct

School hereby acknowledges receipt of Hospital's Code of Conduct which is attached to this Agreement as **Exhibit A** (the CODE), and agrees that School has been given ample opportunity to read, review and understand the Code. With respect to School's business dealings with Hospital and Practitioner's performance of the Services described in this Agreement, School shall not act in any manner which conflicts with or violates the Code, and

shall not cause another person to act in any manner which conflicts with or violates the Code.

School shall comply with the Code as it relates to School's business relationship with Hospital or any Adventist Health affiliates, subsidiaries, employees, agents, services, officers, directors, Schools and suppliers of every kind.

Article XVII.
Additional Provisions

- Nothing in this Agreement shall be construed as creating or giving rise to any rights in any third parties or other persons other than the parties hereto.
- Neither party of the Agreement shall be obligated to pay any monetary compensation to the other except in specific instances where other provisions are made, are mutually satisfactory to the Hospital and the School, and are delineated in writing.
- This Agreement may not be assigned by either party without the express written consent of the other.
- Each party reserves the right to control the use of any of its copyrighted materials, symbols, trademarks, service marks, and other proprietary rights presently existing or hereafter established. Each party agrees that it will not use such words, symbols, trademarks, service marks or other devices in advertising, promotional materials, or otherwise and that it will not advertise or display such devices without the prior written consent of the other party, and will cease any and all such usage immediately upon termination of the Agreement. In addition, each party agrees that any such signs, displays, literature, or material furnished by the other part remain the property of the party originally owning it and shall be returned to it upon demand or the termination of this Agreement.
- All services related to the obligations outlined in this agreement are provided in accordance with the standards of The Joint Commission.
- The validity, construction and effect of the Agreement are governed by the laws of the State of California.

Article XVIII.
Term of Agreement

This Agreement shall commence on April 20, 2021 and shall continue until April 30, 2024 The Agreement may be terminated by either party, with or without cause, upon a sixty (60) day

advance written notice to the other party. In the event termination occurs prior to the conclusion of the current clinical experience, the Hospital will allow currently enrolled students assigned to the Hospital to complete the rotation. Prior to the end date, the Agreement may be renewed for another year by written notice to both Parties.

IN WITNESS WHEREOF, the parties have executed this Agreement in the County of Solano,
State of California

St Helena Hospital d/b/a Adventist Health Vallejo

Date: _____

By: _____

Steve Herber, MD President

School Solano Community College

Date: _____

By: _____

Title: ~~Superintendent-President~~ _____

Exhibit A
(the CODE)

YOUR RESPONSIBILITIES
CORPORATE COMPLIANCE PROGRAM

This program provides a standard for ethical behavior and a reporting system for notifying management of potential ethical breaches. The organization's legal board adopted the formalized compliance program, which consists of written policies, procedures, and a code of conduct designed to prevent violations of applicable laws, regulations, policies and procedures. In addition it is designed to detect and correct violations, should they occur.

You may find the entire compliance program on Adventist Health's Roseville Connect Intranet page at: <https://connect.ah.org/portal/site/admin> under the Corporate Compliance Department "Compliance Program" folder or on Adventist Health's web page under "About Us:" <https://www.adventisthealth.org/pages/about-us.aspx>.

Adventist Health is a highly regarded healthcare provider. Our reputation has been achieved through the dedication of individuals committed to quality, honesty and fairness. Each of us is responsible for continuing to protect and enhance that reputation for the future. The Adventist Health Code of Conduct is based on the biblical counsel to treat others as we would have them treat us. Great effort is taken to ensure that as officers, employees, Schools or volunteers of Adventist Health and its affiliates, we conduct ourselves with integrity in accordance with all applicable laws and ethical business standards.

The material that follows is Adventist Health's formalized Code of Conduct, which in turn is followed by a brief description of the Federal and State laws addressing false claims and whistleblower protections.

ADVENTIST HEALTH CORPORATE
CODE OF CONDUCT

Mission

Adventist Health's mission is to share God's love by providing physical, mental, and spiritual healing Adventist Health ("AH") and its Affiliates, in keeping with their mission, strive to conduct themselves in accordance with strong business ethics and in compliance with all applicable laws. This Code of Conduct is upheld through the integrity and ethical practices of our officers, employees, Schools, and agents.

To maintain its standards in an increasingly regulated business environment, AH has established this formal Code of Conduct, which provides general guidelines on how AH and its Affiliates will conduct business. As such, this Code of Conduct governs the conduct of *all* employees and Schools of AH and its Affiliates. Knowledge of and adherence to these standards allows AH to continue serving its patients and communities in a professional, caring, and ethical manner.

Compliance with Laws

AH policy requires AH and its Affiliates, officers, directors, employees, Schools, and agents to comply with all applicable laws, including Federal and State health care program requirements. Failure to do so exposes AH organizations' officers, directors, employees, Schools, and agents to possible sanctions, monetary penalties, criminal prosecution and other disciplinary actions. When the application of a law is uncertain, AH or its Affiliates will seek appropriate guidance.

Reporting of Violations

AH and its Affiliates support and encourage any officer, director, employee, School, or agent to maintain individual responsibility for monitoring and reporting any activity that appears to violate any applicable laws, rules, regulations, policies and procedures, or this Code of Conduct. In order to provide every avenue possible in which to raise their concerns, AH and its Affiliates have established a confidential reporting mechanism that includes anonymous reporting if the person making the report so desires. Using this mechanism does not, however, relieve any individual of their other obligation to utilize the organization's grievance and arbitration procedures, if the matter is covered by such a procedure.

Anyone who becomes aware of a violation of any Laws, including Federal and State health care program requirements, company policies and procedures, the AH Corporate Compliance Program, or this Code of Conduct is expected to report the improper conduct. This reporting can be accomplished either verbally or in writing through a supervisor, the local compliance officer, compliance report form, hotline, (888) 366-3833, or the AH Corporate Compliance Officer, (877) 336-3566. The local compliance officer, with assistance from the AH Corporate Compliance Department, will investigate all reports and ensure that proper follow-up actions are taken. AH policy prohibits any organization or individual from retaliating against a person who makes a complete and accurate report in good faith.

It is the policy of AH and its Affiliates that employees shall not be punished for reporting what they reasonably believed to be an act of wrongdoing or a violation of the AH Corporate Compliance Program.

However, an employee will be subject to disciplinary action if their employer reasonably concludes that the report of wrong doing was knowingly fabricated by the employee or was knowingly distorted, exaggerated or minimized to either injure someone else or to protect or benefit the reporting employee.

Conflicts of Interest

AH and its Affiliates require officers, directors, employees, Schools, and agents to exercise individual loyalty to AH in fulfilling their responsibilities. These individuals must avoid any situation where a conflict of interest exists or might appear to exist between their personal interests and those of AH or its Affiliates. The *appearance* of a conflict may be as serious as an *actual* conflict of interest. If a conflict of interest exists or appears to exist, the individual must follow the conflict of interest procedures adopted by the AH organization, a copy of which is available.

Examples of Applicable Laws

Although it is not practical to list all laws, including Federal and State health care program requirements, to which AH and its Affiliates are subject, the following are examples of the more common laws subject to this Code of Conduct.

Patient Admission and Transfer

Admission to an AH Hospital should be based strictly upon medical necessity. Only an appropriately licensed person should determine whether to admit a patient to an AH Hospital. AH management should ensure that Hospital personnel and medical staff members are never pressured to admit patients inappropriately and that patients are admitted only on the basis of medical need.

A patient should not be transferred from an AH Hospital if such transfer threatens the patient's health or is in violation of law. If applicable, each AH Hospital shall adopt patient transfer protocols.

Payment for Referral

AH and its Affiliates do not offer, pay or receive payments in exchange for the referral of a patient or other business. AH and its Affiliates only pay people or entities for actual items or services provided to the organization or community. AH and its Affiliates do not offer or provide illegal benefits, whether cash or non-cash, to any physician or health professional.

Accuracy in Billing

AH and its Affiliates are committed to prepare and submit accurate claims for medically necessary services rendered. All bills must be accurate and conform to federal and state laws and regulations.

Marketing Activities

AH and its Affiliates must comply with all state and federal requirements regarding marketing.

Political Activities

Although officers, directors, employees, Schools, and agents are encouraged to participate freely and actively in the political process, they should ensure that their political activities are lawful and separate from their activities as an employee or School of AH or AH Affiliate. Personal political activities must not unreasonably interfere with the individual's ability to perform his or her duties for the AH organization, and must be consistent with applicable laws, rules, regulations and the policies set forth in this Code of Conduct.

Patient Rights Laws

AH and its Affiliates are committed to abiding by all applicable laws, rules and regulations regarding and protecting their patients' rights, including confidentiality and other rights.

YOUR RESPONSIBILITIES FEDERAL AND STATE FALSE CLAIMS ACTS

Federal and state false claims acts prohibit any person or entity from, among other things, knowingly presenting, or causing to be presented, a false or fraudulent claim for payment or approval, or knowingly making or using, or causing to be made or used, a false record or statement to get a false or fraudulent claim paid or approved.

The penalties for violating the federal or state false claims acts include:

- Civil monetary penalties of up to \$10,000 for each false claim submitted;
- Three times the amount of damages which the government sustains because of the false claim made.
- The costs of the legal action brought to recover for the false claim.

A private citizen may file suit under the federal mid-state false claims acts on behalf of the government if the citizen has direct and independent knowledge of the submission of a false claim. The government will then decide whether to intervene and take over the case, dismiss or settle the case, or let the private individual pursue the case on his or her own. In either case, the person who initially filed the case may receive a portion of the amount recovered in either litigation or settlement of the claim.

Your local compliance officer can provide more detailed information regarding the federal and state false claims acts.

YOUR RESPONSIBILITIES WHISTLE BLOWER PROTECTIONS

Both the federal and state false claims acts prohibit employers from retaliating or discriminating against an employee who, acting in good faith, investigates, reports, or assists in uncovering a false claim or statement.

An employee who suffers discrimination or retaliation based on protected activities has the right to sue under the both the federal and state false claims acts. If the employee can prove that his or her employer retaliated against him or her for engaging in protected activity, the employee is entitled to be "made whole."

The remedies may include:

- reinstatement of the employee to his or her position,
- two times the amount of back pay,
- interest on the back pay, and
- compensation for any special damages (including litigation costs and reasonable attorneys' fees).

As noted above, it is the policy of Adventist Health and its affiliates that no employee shall be punished solely on the basis that he or she reported what he or she reasonably believed to be an act of wrongdoing or a violation of the Adventist Health Corporate Compliance Program.

YOUR LOCAL COMPLIANCE OFFICER CAN PROVIDE MORE DETAILED
INFORMATION REGARDING THE PROTECTIONS AFFORDED EMPLOYEES
UNDER THE FEDERAL AND STATE FALSE CLAIMS ACTS.

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

TO: Members of the Governing Board

SUBJECT: AGREEMENT BETWEEN SOLANO COMMUNITY COLLEGE DISTRICT AND CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT FOR CALIFORNIA EARLY CHILDHOOD MENTOR PROGRAM

REQUESTED ACTION:

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

SUMMARY:

This agreement is entered into by and between the Chabot-Las Positas Community College District (CLPCCD) on behalf of its California Early Childhood Mentor Program and the Solano Community College District (SCCD).

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: _____

<i>Ed. Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact:</i>	<i>\$10,027</i>
SUPERINTENDENT’S RECOMMENDATION:		<input type="checkbox"/> APPROVAL	<input type="checkbox"/> DISAPPROVAL
		<input type="checkbox"/> NOT REQUIRED	<input type="checkbox"/> TABLE
David Williams, Ph.D. Vice President, Academic Affairs		Celia Esposito-Noy, Ed.D. Superintendent-President	
PRESENTER’S NAME			
4000 Suisun Valley Road			
Fairfield, CA 94534			
ADDRESS			
707-864-7117			
TELEPHONE NUMBER			
David Williams, Ph.D.			
Vice President, Academic Affairs			
VICE PRESIDENT APPROVAL		DATE APPROVED BY	
March 1, 2021		SUPERINTENDENT-PRESIDENT	
DATE SUBMITTED TO			
INTENDENT-PRESIDENT			

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

TO: Members of the Governing Board

SUBJECT: AGREEMENT BETWEEN SOLANO COMMUNITY COLLEGE DISTRICT AND CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT FOR CALIFORNIA EARLY CHILDHOOD MENTOR PROGRAM

REQUESTED ACTION:

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

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

The CLPCCD has applied for and has received a grant from the California State Department of Education for the purposes of operating a Mentor Program.

The CLPCCD has received authorization from its Board of Trustees to enter into agreement with California community colleges to provide such services as: coordinating and offering an adult supervision course and seminars for mentors and directors; coordinating and developing mentoring programs; offering honoraria for faculty working with the college mentoring program; providing books and other instructional materials for mentors; and printing and copying mentor materials.

A copy of the Agreement is available for review in the Office of the Superintendent-President, the Office of the Vice President of Finance and Administration, and in the Office of the Vice President of Academic Affairs.

CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT AGREEMENT
CALIFORNIA EARLY CHILDHOOD MENTOR PROGRAM

This Agreement is being executed as of September 1, 2020 for the contract term beginning January 1, 2021, entered into by and between: the Chabot-Las Positas Community College District (CLPCCD), hereinafter known as the "District," on behalf of its California Early Childhood Mentor Program, hereinafter known as the "Mentor Program," and Solano Community College/Solano County Community College District, hereinafter known as "Contractor."

This agreement is entered into through the Chabot-Las Positas Community College District Board of Trustees approval process, pursuant to its meeting on Tuesday, October 6, 2021.

Appropriation or Grant Number CN200131

RECITALS:

Whereas, the Chabot-Las Positas Community College District has applied for and has received a grant from the California State Department of Education for the purposes of operating a Mentor Program; and

Whereas, the CLPCCD has received authorization from its Board of Trustees to enter into agreements with California community colleges to provide such services as: coordinating and offering an adult supervision course and seminars for mentors and directors; coordinating and developing mentoring programs; offering honoraria for faculty working with the college mentoring program; providing books and other instructional materials for mentors; and printing and copying mentor materials.

Now, therefore, the parties agree as follows:

1. **TERM:** The term of this Agreement shall commence on January 1, 2021 and terminate June 30, 2021 except as otherwise set forth in this agreement.
2. **SERVICES TO BE RENDERED BY CONTRACTOR:** The services to be rendered are incorporated by reference as in attachment A. If any terms of the attachment and this Agreement are in conflict, this Agreement shall prevail.
3. **PAYMENT:** Invoice to be submitted and payment as a stipend to be made by District to Contractor shall be as set forth in Attachment A.
4. **INDEPENDENT CONTRACTOR:** The parties agree that with regard to this Agreement, Contractor is an independent contractor and not an employee of the District.
 - a. Any terms in this Agreement or its attachments referring to direction from the District shall be construed as providing for direction as to policy and the result of work only, and not as to the means by which such a result is obtained.
5. **EXPENSES FOR EQUIPMENT, TOOLS, MATERIALS OR SUPPLIES:** Contractor shall supply, at no cost or charge to District, all equipment, tools, materials, and/or supplies to accomplish the services agreed to be performed unless otherwise provided in this agreement; District shall not

be liable to Contractor for any expenses paid or incurred by Contractor not provided for in this agreement unless otherwise agreed to in advance in writing.

6. ASSIGNMENT: Contractor shall not assign this Agreement nor the consideration payable under this Agreement without the written consent of the District.
7. TERMINATION: District may terminate this Agreement for District's convenience and without cause at any time by giving the other parties written notice of such termination. The notice shall specify the date upon which the termination becomes effective. In the event of such termination, Contractor shall be paid for his/her services that have been performed to the satisfaction of the District under this Agreement, up to the date of termination. Any payment by District shall be conditioned on Contractor providing to the District any and all materials required by District related to the services rendered.
8. WRITTEN NOTICE: All notices required or permitted to be given by this Agreement shall be deemed given when personally delivered to the recipient thereof or two (2) days after it has been mailed by certified mail, return receipt requested, postage prepaid, and addressed to the parties.
 - a. Any party by a written notice to the other parties may change the address of notice or the names of the persons or parties to receive written notice.
9. GOVERNING LAW: This Agreement shall be construed in accordance with and governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation, and performance of the Agreement shall be in Dublin, California.
10. SEVERABILITY: If any term, provision, covenant, or condition of the Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the rest of the Agreement shall remain in full force and effect and in no way shall be affected, impaired, or invalidated.
11. NON-WAIVER: The failure of any party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.
12. NO AUTHORITY TO BIND DISTRICT: Contractor has no authority to enter into contracts or agreements on behalf of District. This Agreement does not create the relationship of agent, servant, employee, partnership or joint venture with the District.
13. AMENDMENTS: No amendment to this Agreement shall be effective unless it is in writing and signed by all parties.
14. CONFLICT OF INTEREST: Contractor states that it is familiar with provisions of Section 87100 et seq. of the Government Code and certifies that it does not know of any facts which constitute a violation of said provisions. In the event contractor receives any information subsequent to

execution of this Agreement which might constitute a violation of said provisions, Contractor agrees it shall notify District of such information.

15. **DAMAGES:** Contractor shall be responsible for any and all damages resulting in whole or in part from Contractor's acts or omissions.
16. **INDEMNIFICATION:** District agrees to defend and indemnify and hold harmless Contractor, its Board of Trustees, officers, agents, and employees, individually and collectively, from and against all claims, liabilities, obligations and causes of action of whatever kind arising in any manner whatsoever out of or in connection with the acts or omissions of District, its Board of Trustees, officers, agents, and employees.
 - a. Contractor agrees to defend and indemnify and hold harmless District, its Board of Trustees, officers, agents, and employees, individually and collectively, from and against all claims, liabilities, obligations and causes of action of whatever kind arising in any manner whatsoever out of or in connection with the acts or omissions of Contractor, its Board of Trustees, officers, agents, and employees.
 - b. Contractor's obligations under this section 16 shall survive the termination of this Agreement.
17. **COMPLIANCE WITH LAWS AND REGULATIONS:** Contractor shall keep informed of all laws and governmental regulations that may affect its obligations. It shall observe and comply with, and shall cause all its agents, employees, consultants, and subcontractors to observe and comply with all said laws and regulations, including obtaining business permits and licenses that may be required to carry out the work to be performed under this Agreement, including all applicable provisions for subrecipient monitoring of federal funding awards.
18. **LIABILITY OF DISTRICT:** District's obligations under this Agreement shall be limited to the payment of the compensation as provided for in Section 3 of this Agreement but shall also include activities as provided for in Attachment A. Notwithstanding any other provision of this Agreement, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits, arising out of or in connection with this Agreement or the services performed in connection with this Agreement.
19. **NON-DISCRIMINATION CLAUSE:** During the performance of this Agreement, District and Contractor shall not unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (cancer), age, marital status, denial of family and medical care leave and denial of pregnancy disability leave. District and Contractor shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. District and Contractor shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment

and Housing Commission implementing Government Code Section 12990 (a-f) set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this contract by reference and made a part hereof as it set forth in full. District and Contractor shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

20. BUDGET CONTINGENCY: This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government or the California State Legislature for the Fiscal Year(s) covered by this Agreement for the purpose of this program. In addition, this Agreement is subject to any additional restrictions, limitations, conditions or any statute enacted by the Congress or the State Legislature that may affect the provisions, terms or funding of this Agreement in any manner.

21. ENTIRE AGREEMENT/MODIFICATION: This writing sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions. This Agreement may be modified only by a written document executed and approved in the same manner as this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date specified immediately adjacent to their signatures below.

"District"

"Contractor"

By:


Signature of CLPCCD person authorized to execute agreement

By:


Signature

Print Name:



Print Name:

David Williams

Title: Vice Chancellor Business Services

Title:

Vice President, Academic Affairs

Date:



Address:

Solano Community College

4000 Suisun Valley Road, Fairfield, CA 94534

Date:

2/28/21

Recommended By:

Signature:

Print Name: Mary Anne Doan

Title: Director, California Early Childhood Mentor Program

Address: 25555 Hesperian Blvd, Hayward, CA 94545

Date:



Attachment A
Solano Community College/Solano County Community College District
January 1, 2021 – June 30, 2021

- A. Chabot-Las Positas Community College District on behalf of the California Early Childhood Mentor Program shall provide the following resources for implementation of the Contractor's program, subject to the District's approval:
1. Updated materials and assistance to facilitate implementation of the program including a *Program Manual*, an In-Service Training Resource Guide, reporting forms and one-on-one technical assistance.
 2. \$1485 for instructional costs related to the offering of a Mentor Seminar, as described in the *Program Manual*. The Coordinator may make a written request to the District for an additional \$1,584 maximum to offer the Mentor Teacher/Adult Supervision Course in the 2018-2019 contract year.
 3. \$2806 for the Contractor's Local Coordinator to implement and develop the program, arrange for the course offering, recruit prospective Mentors, place student teachers with Mentors and approve Post-Practicum, Individual Student Mentoring, Mentoring Record, Birth to Three/FCCH Mentoring Record. The Contractor's Coordinator may be paid directly by the Chabot-Las Positas Community College District in the sole discretion of the District. The District reserves the right to withhold and/or reduce the Coordinator payment if responsibilities listed in Section B are not fulfilled in a timely manner.
 4. \$5514 in stipend support for 47 Mentors. All stipends will be paid directly by the Chabot-Las Positas Community College District and calculated according to the formula and procedures currently described in the *Program Manual* and as may reasonably be revised by the District. Stipends are for the following purposes:
 - Practicum placement(s) for mentoring practicum students placed with Mentors
 - Post-Practicum Stipend(s) to support Mentors for continued mentoring of protégés who were former practicum students placed with Mentors
 - Individual Student Mentoring Contract(s) to support pairing a Mentor with an Early Childhood Education student for non-course based contact time
 - Mentoring Record Hour(s) to support Mentors as they offer hourly mentoring services
 - Birth to Three/FCCH Mentoring Record Hour(s) to support Mentors as they offer hourly mentoring services for Infant/Toddler and Family Child Care teachers and providers
 - In-Service Training stipends for Mentors for fulfilling the In-Service training requirements as set forth in the *Program Manual*
 5. \$211.25 for materials for Mentors (books, Environment Rating Scales, instructional materials, etc.) and/or printing and copying costs for program implementation or Mentor materials. Coordinators may be reimbursed directly by the Chabot-Las Positas Community College District in the sole discretion of the District, or through their local college.
- B. Contractor as a college agrees to designate a Local Coordinator. The Coordinator shall be responsible for the following activities:
1. Promoting the program on campus and in the community.

2. Enrolling teachers and providers in the Mentor Teacher/Adult Supervision Course, based on the syllabus provided in the *Program Manual* and as may reasonably be revised by the District. The Contractor as a college agrees to enroll students and to issue credit. The Contractor also agrees that it will accrue no ADA when instructional costs are reimbursed. Students pay tuition if they are receiving credit.
3. Adhering to the Policy on the Mentor Option in Campus Labs as currently described in the *Program Manual* and as may reasonably be revised by the District.
4. Petitioning the District in writing that Mentor pool size be increased in an academic year. In such cases, determination will be made by Mentor Program staff based on current statewide allocations and student placement rates at the local college.
5. Maintaining eligibility requirements for Mentor Teachers in accordance with program policy as currently described in the *Program Manual* and as may reasonably be revised by the District.

Professional Growth

6. Facilitating or arranging for facilitation by Mentors with at least 3 years of experience with the program (for leadership development purposes) of a 1-2 unit credit-optional monthly Seminar for Mentors to build a reflective community of practice to discuss issues they confront in supervising student teachers, combined with further study of supervision, leadership and mentoring skills.
7. Providing Mentor Seminar Instructors with Mentor and leadership materials such as the *Growing Leaders In-Service Training Resource Guide*, or other current instructional materials as supplied by the District.
8. Ensuring that facilitators for the Mentor Seminars are regularly evaluated in accordance with college policies.
9. Supporting Mentor In-Service Training activities with Mentor materials and other appropriate funding where available.

Placements and Stipend Activities

10. Working within the college's administrative procedures to institutionalize the Mentor Program. This includes seeking curriculum committee approval for courses, including program information in the college catalog and course schedule, and establishing load credit for practicum instructors who support placements with Mentors.
11. Providing the District with official course outlines for all courses in which students may be placed with Mentors.
12. Placing students with Mentors, acting as intermediary between the student and Mentor, and monitoring the Mentors' work. The college agrees to offer the placement with a Mentor as an alternative to the existing practicum course(s).
13. Overseeing student placements with Mentors to ensure only one student will be in the Mentor's classroom at a time.
14. Approving the following as currently described in the *Program Manual* and as may reasonably be revised by the District:
 - Mentor-protégé contracts for Post-Practicum placements;
 - Mentor-student contracts for Individual Student Mentoring;
 - Hourly Mentoring Record stipends for short-term mentoring services;

- Hourly Birth to Three/FCCH Mentoring Record stipends for short-term mentoring services for Infant/Toddler and Family Child Care teachers and providers;
15. Serving, if requested and willing, as a Field Trainer as currently described in the *Program Manual* and as may reasonably be revised by the District.

Payments

16. Submitting the signed **Designation of Coordinator form** and this signed **Letter of Agreement** to the District no later than **January 3rd of this contract year**. Acknowledging that the Coordinator's stipend and any reimbursements due to the college will be withheld until these signed documents are received by the Mentor Program Office at Chabot College.
17. Maintaining records of all costs and disbursements and reporting these monthly to the District in a timely and accurate manner within thirty days of expenditures. Pay may be docked in the following years' **Letter of Agreement** for all late paperwork.
18. Making and enforcing deadlines with all Mentors for dates when their forms must be submitted to the Coordinator.
19. Submitting all forms approving the placement within 30 days of placement beginning.
20. Submitting authorizations to pay all stipends within 30 days following the end of the placement.
21. Submitting all fiscal reporting to the District no later than **June 1st of each contract year**.
22. Submitting all requests for reimbursement to the District no later than **June 13th of each contract year**.
23. Acknowledging that the Coordinator's payment may be withheld and/or reduced if reporting is not accomplished in a timely manner, and may be reflected in following years' budget.
24. Applying for and utilizing Additional Funding to Support Instructional Costs for an Adult Supervision Course if appropriate.

Evaluations

25. Facilitating program evaluation.
26. Requiring completion of Student Evaluation of Mentor Teacher

Agreements and Reports

27. Completing and submitting to the District Quarterly Reports as follows:
- First Quarter: August 1 to October 31, due **October 31st of each contract year**
 - Second Quarter: November 1 to January 31, due **January 31st of each contract year**
 - Third Quarter: February 1, to April 30, due **April 30th of each contract year**
28. Completing and submitting to the District all Annual Reporting materials on or before **June 1st of each contract year**.

Mentor Program Meetings

29. Attending all required Coordinator meetings and/or being responsible for acquiring and understanding the information and materials presented at these meetings.

Maintaining Records

30. Keeping records on each Mentor's placement history, student evaluations of the Mentor, the Mentor's application and re-certification, and stipend amounts.
 31. Maintaining program data and records in archives for five years.
- C. Contractor will designate an instructor who will be responsible for teaching the Mentor Teacher/Adult Supervision Course, a 2-unit course on adult supervision skills for Mentor candidates, based on a course syllabus included in the *Program Manual* and as may be reasonably revised by the District.
- D. Contractor agrees to provide the following resources for implementation of the program:
1. Facilities for the Mentor Teacher/Adult Supervision Course, Selection Committee training and meetings, the Mentor Seminar as currently described in the *Program Manual* and as may be reasonably revised by the District.
 2. Funds for program costs in excess of amounts provided in Section A of this agreement.
- E. District reserves the right to withdraw the resources listed in Section A for non-performance of activities and requirements listed in Sections B through D. Written notice of such withdrawal—and a procedure and timeline to appeal such a decision—will be provided to Contractor. Under some circumstances a program may be put on written probationary notice for six months to one year, and a determination will be made after performance is reviewed if resources will be withdrawn.

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

TO: **Members of the Governing Board**

SUBJECT: **SUB-AGREEMENTS WITH COLLEGES PARTICIPATING
IN THE DOD CADENCE STUDENT INTERNSHIP GRANT**

REQUESTED ACTION:

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

SUMMARY:

As host for Project 10 of the Governor’s Office Department of Defense (DOD) California Defense Ecosystem and National Consortia Effort (CADENCE) grant, Solano College issued a Request for Applications (RFA) to select ten colleges to participate in the project to place student interns and faculty externs at defense manufacturing community consortium firms. Board approval is requested for sub-agreements (\$8,500 each) for the following colleges: Diablo Valley College, Sierra College, Pasadena City College, Ventura College, Orange Coast College, Moreno Valley College, West Hills College Lemoore, West Valley Mission College, Norco College, and College of the Canyons.

Attached is a copy of the standard sub-agreement that will be finalized with each participating college.

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: \$85,000 Grant Expense

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

Charles Eason
Statewide Director, Business & Entrepreneurship

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

March 5, 2021

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

March 17, 2021
**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

**GRANT SUB-AGREEMENT BETWEEN
SOLANO COMMUNITY COLLEGE DISTRICT
AND
SIERRA JOINT COMMUNITY COLLEGE DISTRICT**

This Grant Sub-agreement ("Agreement") is made and entered into as of the ____ day of _____, 2021 by and between Solano Community College District, ("District") and Sierra Community College District on behalf of Sierra Joint Community College District ("Contractor"), (together, "Parties").

WHEREAS, The Governor's Office of Planning and Research (OPR) was awarded a grant from the U.S. Department of Defense Office of Local Defense Community Cooperation for the California Defense Ecosystems and National Consortium Effort (CADENCE) project, and Solano Community College District entered into agreement #OPR20121 with the California Office of Planning and Research (OPR) as a subrecipient on the Project responsible for Project 10: Internships/Externships for Dual Use Innovation.

WHEREAS, Solano Community College District issued a Request for Applications (RFA) for colleges to participate as subcontractors under the CADENCE grant to deliver a student internship/faculty externship project to place student interns and faculty externs at DoD Small Business Innovation and Research (SBIR) Phase I, II, III startup companies across the state to assist them with commercialization of dual use innovations.

WHEREAS, Solano Community College District has the right to enter into agreements with outside entities for various services with the approval of its Board of Trustees; and

NOW, THEREFORE, the Parties agree as follows:

1. **Scope of Work.** The Contractor shall conduct a student internship/faculty externship project as further described in the Scope of Work (**Exhibit A**), attached hereto and incorporated herein by this reference ("Services").
2. **Term.** Contractor can commence providing services under this Agreement on March 18, 2019 and will diligently perform as required and complete performance by August 31, 2022, unless this Agreement is terminated and/or otherwise cancelled prior to that time.
3. **Submittal of Documents.** The Contractor shall not commence the Services under this Agreement until the Contractor has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

<u> X </u>	Signed Agreement
<u> X </u>	Workers' Compensation Certification
<u> X </u>	Insurance Certificates and Endorsements
<u> X </u>	W-9 Form
_____	Other: _____

4. **Compensation.** District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed Eight Thousand

Five Hundred Dollars (\$8,500.00). District shall pay Contractor according to the following terms and conditions:

4.1. Contractor will invoice Solano Community College for expenses incurred on a quarterly basis with the final invoice due upon submission of the final report (Exhibit B). Payment shall be made within thirty (30) days after the Contractor submits an invoice to the District.

5. **Expenses.** District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing services for District, except as follows:

5.1. Not applicable.

6. **Independent Contractor.** Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees. In the performance of the work herein contemplated, Contractor is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, District being interested only in the results obtained.

7. **Materials.** Contractor shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement, except as follows:

7.1. Not applicable.

8. **Performance of Services.**

8.1. **Standard of Care.** Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Contractor's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California community college districts.

Contractor shall carefully study and compare all documents, findings, and other instructions and shall at once report to District, in writing, any error, inconsistency, or omission that Contractor or its employees may discover. Contractor shall have responsibility for discovery of errors, inconsistencies, or omissions.

8.2. **Meetings.** Contractor and District agree to participate in regular meetings on at least a monthly basis to discuss strategies, timetables, implementations of

services, and any other issues deemed relevant to the operation of Contractor's performance of Services.

8.3. **District Approval.** The work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.

8.4. **New Project Approval.** Contractor and District recognize that Contractor's Services may include working on various projects for District. Contractor shall obtain the approval of District prior to the commencement of a new project.

9. **Originality of Services.** Except as to standard generic details, Contractor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except that submitted to Contractor by District as a basis for such services.

10. **Copyright/Trademark/Patent.** Contractor understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Contractor consents to use of Contractor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

11. **Audit.** Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Agreement. Contractor shall retain these books, records, and systems of account during the Term of this Agreement and for five (5) years thereafter. Contractor shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Contractor and shall conduct audit(s) during Contractor's normal business hours, unless Contractor otherwise consents.

12. **Termination.**

12.1. **For Convenience by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three days after the day of mailing, whichever is sooner.

12.2. **For Cause by District.** District may terminate this Agreement upon giving of

written notice of intention to terminate for cause. Cause shall include:

- 12.2.1. material violation of this Agreement by the Contractor; or
- 12.2.2. any act by Contractor exposing the District to liability to others for personal injury or property damage; or
- 12.2.3. Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required services from another Contractor. If the expense, fees, and/or costs to the District exceed the cost of providing the service pursuant to this Agreement, the Contractor shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

13. **Indemnification.** To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold harmless the District, its Governing Board, agents, representatives, officers, Contractors, employees, trustees, and volunteers (the "indemnified parties") from any and all claims arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Contractor. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the indemnified parties.

To the furthest extent permitted by California law, District shall defend, indemnify, and hold harmless the Contractor, its Governing Board, agents, representatives, officers, Contractors, employees, trustees, and volunteers (the "indemnified parties") from any and all claims arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the District. The Contractor shall have the right to accept or reject any legal representation that District proposes to defend the indemnified parties.

14. **Insurance.**

14.1. The Contractor shall procure and maintain at all times it performs any

portion of the Services the following insurance with minimum limits equal to the amount indicated below.

Type of Coverage	Minimum Requirement
Commercial General Liability Insurance , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments Each Occurrence General Aggregate	\$ 1,000,000 \$ 2,000,000
Automobile Liability Insurance - Any Auto Each Occurrence General Aggregate	\$ 1,000,000 \$ 2,000,000
Workers Compensation	Statutory Limits
Employer's Liability	\$ 1,000,000

14.1.1. **Commercial General Liability and Automobile Liability Insurance.** Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect the Contractor, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the District.)

14.1.2. **Workers' Compensation and Employers' Liability Insurance.** Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Contractor shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

14.2. **Proof of Carriage of Insurance.** The Contractor shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:

14.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."

14.2.2. Language stating in particular those insured, extent of insurance,

location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.

14.2.3. An endorsement stating that the District and its Governing Board, agents, representatives, employees, trustees, officers, Contractors, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Contractor's insurance policies shall be primary to any insurance or self-insurance maintained by District. An endorsement shall also state that there shall be a waiver of any subrogation.

14.2.4. All policies except the Professional Liability, Workers' Compensation Insurance, and Employers' Liability Insurance Policies shall be written on an occurrence form.

14.3. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the District.

15. **Assignment.** The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.

16. **Compliance with Laws.** Contractor shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Contractor shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Contractor observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.

17. **Certificates/Permits/Licenses.** Contractor and all Contractor's employees or agents shall secure and maintain in force such certificates, permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Agreement.

18. **Employment with Public Agency.** Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.

19. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious

creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and District policy. In addition, the Contractor agrees to require like compliance by all of its subcontractor(s).

20. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
21. **District's Evaluation of Contractor and Contractor's Employees and/or Subcontractors.** The District may evaluate the Contractor in any way the District is entitled pursuant to applicable law. The District's evaluation may include, without limitation:
 - 21.1. Requesting that District employee(s) evaluate the Contractor and the Contractor's employees and subcontractors and each of their performance.
 - 21.2. Announced and unannounced observance of Contractor, Contractor's employee(s), and/or subcontractor(s).
22. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
23. **Confidentiality.** The Contractor and all Contractor's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. Contractor understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
24. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

District:
Solano Community College District
4000 Suisun Valley Rd., Room 151
Fairfield, California 94534
ATTN: Charles Eason

Contractor:
Sierra Joint Community College District
5100 Sierra College Blvd
Rocklin, CA 95677
ATTN: Dean Amy B. Schulz

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

25. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
26. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which the District's administrative offices are located.
27. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
28. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
29. **Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included therein.
30. **Authority to Bind Parties.** Neither party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.
31. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
32. **Captions and Interpretations.** Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.
33. **Calculation of Time.** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.
34. **Signature Authority.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authority and empowered to enter into this Agreement.

35. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

36. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

Dated: _____, 2021

Dated: _____, 2021

Solano Community College District

Sierra Joint Community College District

By: _____

By: _____

Print Name: Dr. Celia Esposito-Noy

Print Name: _____

Print Title: Superintendent/President

Print Title: _____

WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.

- By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing satisfactory proof to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

Date: _____

Name of Contractor: _____

Signature: _____

Print Name and Title: _____

(In accordance with Article 5 – commencing at Section 1860, Chapter 1, part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the District prior to performing any Work under this Contract.)

EXHIBIT A

SCOPE OF WORK

Conduct a student internship/faculty externship project as part of the DOD CADENCE Grant Project 10: Internships/Externships for Dual Use Innovation to assist DoD Small Business Innovation and Research (SBIR) Phase I, II, III awardees with commercialization efforts of dual use innovations.

Deliverables:

- Identify a minimum of one faculty member to act as faculty coach(es) and set up process for paying stipends to faculty.
- Selected faculty externs/coaches will attend a faculty conference/orientation meeting planned for March 26, 2021 via Zoom.
- Selected faculty externs/coaches participate in monthly Zoom community of practice meetings hosted by the Statewide Director for Business and Entrepreneurship and Project Coordinator.
- Assist in matching student interns with a DOD SBIR Phase I,II,III company. Recruit a minimum of two students to participate as student interns per DOD SBIR Company (Colleges will be provided with a database of SBIR firms interested in student interns).
- Solano Community College District will be entering into a Career Catalyst Program Agreement with the Foundation for California Community Colleges (FCCC) for the FCCC to be the employer of record for the student interns. For virtual internships, the participating colleges will be considered the work site and the Career Catalyst Program Agreement will require Solano Community College to enter into a Worksite Agreement with each participating college. For on-site internships at DOD SBIR Companies, the FCCC will also require a three-way External Work Site agreement be entered into between Solano Community College, the Participating College, and DOD SBIR firm where the student will be working as an intern. The Participating College will need to assign a timekeeper to approve student timesheets in FCCC's WorkDay payroll system.
- As appropriate, promote and assist students with enrollment in the college's Work Experience/Work Study course so that students can earn college credit for their work experience as interns.
- Faculty coach will work with the DOD SBIR Company and students to develop a scope of work for the internship project, internship job descriptions, internship work schedules, verify I-9 documentation in the FCCC WorkDay payroll system, and then provide guidance and advising to the students in completing the internship project. The number of hours for the internship will be determined by DOD SBIR Company and student's availability (up to 150 hours at \$20/hr burdened rate per SBIR company, minimum 75 hrs per student intern). The internships must be completed by August 31, 2022.
- Submit final report documenting the results and outcomes of the project using provided final report template (Exhibit B) by August 31, 2022.

Project Schedule:

- Faculty orientation meeting March 26, 2021
- The internships must be completed by August 31, 2022.

Not to Exceed Budget:

Faculty Stipends including travel: \$8,500

Exhibit B. Student Internship/Faculty Externship Final Report Template

Submit by email with final invoice, no later than August 31, 2022 to charles.eason@solano.edu

College: _____

Outcomes and results:

A. Use the table below to list the student interns who participated in the project:

Name of Student Intern	Hrs Worked	Work Experience Credits earned	Name of DoD SBIR company and description of internship work

B. Describe any benefits derived by faculty extern/coach from working with the DoD SBIR companies and student interns (for example real world experience that can be brought back and incorporated into the classroom or curriculum).

C. List anecdotal information regarding the success of student internship/faculty externship project:

D. List any extenuating circumstances that prevented you from completing objectives of the project:

E. Describe your three greatest challenges you experienced in completing the internship project:

- 1.
- 2.
- 3.

F. Describe your three greatest successes from the student internship/faculty externship project:

- 1.
- 2.
- 3.

Anything else you wish to add?

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

TO: Members of the Governing Board

**SUBJECT: AMENDMENT TO CLINICAL EXPERIENCE AGREEMENT
BETWEEN SOLANO COMMUNITY COLLEGE AND
DEPARTMENT OF STATE HOSPITALS – NAPA, CALIFORNIA**

REQUESTED ACTION:

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

SUMMARY:

An amendment extending the existing clinical experience agreement between Solano Community College District and Department of State Hospitals – Napa, 2100 Napa-Vallejo Highway, Napa, California, 94558-6293, is being presented for review and approval by the Governing Board. The approval of this amendment benefits the nursing program at Solano Community College by providing students with mental health care facility in which to train. 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 Solano Community College District and Department of State Hospitals – Napa, 2100 Napa-Vallejo Highway, Napa, California, 94558-6293.

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**

Sheila Hudson, Ed.D.,
Dean, School of Health Sciences

PRESENTER’S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS
707-864-7108

TELEPHONE NUMBER

David Williams, Ph.D.
Vice President Academic Affairs

VICE PRESIDENT APPROVAL

March 5, 2021

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

March 17, 2021

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

EXHIBIT A-1
SCOPE OF WORK

1. CONTRACTED PARTIES:

A. This agreement is between Solano Community College, hereafter referred to as Contractor, and the Department of State Hospitals (DSH) – Napa for the purpose of providing clinical rotation for Registered Nursing students pursuant to the terms and conditions of the Agreement.

2. SERVICE LOCATIONS:

A. The services shall be performed for the Department of State Hospitals at the following location(s):

<input checked="" type="checkbox"/> DSH-Napa 2100 Napa-Vallejo Highway Napa, CA 94558-6293
--

3. SERVICE HOURS:

A. The services shall be provided Monday through Sunday (seven-day week), twenty-four (24) hours per day, on an as-needed basis.

4. PROJECT REPRESENTATIVES:

A. The project representatives during the term of this Agreement will be:

Contract Manager:

Department of State Hospitals:		Contractor:	
Section/Unit: Training and Education Center		Section/Unit: Solano Community College, Health Sciences	
Attention: Natalie Allen, PNE Michael Vautrin, Training Officer III		Attention: Robert Gabriel, Ph.D., M.B.A., P.T., Dean Sheila Hudson, Ed.D.	
Address: 2100 Napa-Vallejo Highway Napa, CA 94558-6293		Address: 4000 Suisun Valley Road, Fairfield, CA 94534	
Phone: 707-254-2437 707-253-5723	Fax:	Phone: 707-864-7208	Fax: 707-646-2062
Email: Natalie.Allen@dsh.ca.gov Michael.Vautrin@dsh.ca.gov		Email: Robert.gabriel@solano.edu sheila.hudson@solano.edu	

Administrative Contacts (all administrative inquiries should be directed to):

Department of State Hospitals:	Contractor: Solano Community College
Section/Unit: General Services/Contracts	Section/Unit: School of Health Sciences

Attention: Alastair Powell, AGPA Cindy Vang		Attention: Robert Gabriel or Janet Schwartz	
Address: 2100 Napa-Vallejo Highway Napa, CA 94558-6293		Address: 4000 Suisun Valley Road Fairfield, CA 94534	
Phone: 707-254-2460 707-258-3231	Fax: 707-254-2425	Phone: 707-864-7208	Fax: 707-646-2062
Email: alastair.powell@dsh.ca.gov Cindy.vang3@dsh.ca.gov		Email: Robert.gabriel@solano.edu or janet.schwartz@solano.edu	

Either party may make changes to the contact names or information above by giving written notice to the other party. Said changes shall not require an amendment to this Agreement.

5. SUMMARY OF WORK TO BE PERFORMED:

- A. Contractor owns and operates an Associate Degree Nursing Program (ADN) which is approved by the California Board of Registered Nursing and desires its students, hereafter referred to as Students, to obtain practical experience at DSH-Napa through participation in a clinical program for its Registered Nursing students (Program).
- B. It is to the mutual benefit of the parties to this agreement that the Contractor's students use DSH-Napa for their clinical experience.

6. CONTRACTOR RESPONSIBILITIES:

- A. Contractor shall complete and send to DSH-Napa 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. Contractor shall notify DSH-Napa of its planned schedule of student assignments, including the name 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. Contractor shall designate a faculty member to coordinate with the DSH-Napa Contract Manager or designee in the planning of the Program to be provided Students.
- D. Contractor shall maintain all personnel and academic records of the Students.
- E. Contractor shall enforce rules and regulations governing the Students that are mutually agreed upon by Contractor and DSH-Napa.
- F. Contractor shall supervise all instruction and clinical experiences for students assigned in groups at DSH-Napa.
- G. Contractor shall provide DSH-Napa, prior to a student's arrival at DSH-Napa, with proof of immunity consistent with DSH-Napa employee health policy and notify DSH-Napa if Student is

known carrier for infectious or communicable disease. If such information indicates that patients of DSH-Napa would be placed at risk if treated by a particular Student, DSH-Napa reserves the right to refuse to allow such Student to participate in the clinical experience at DSH-Napa.

H. Contractor shall notify the Students that they are responsible for:

- i. Following the clinical and administrative policies, procedures, rules and regulations of DSH-Napa.
 - ii. Arranging for their own transportation and living arrangements when not provided by Contractor.
 - iii. Arranging for and assuming the cost of their own health insurance.
 - iv. Assuming responsibility for their personal illness, necessary immunizations, tuberculin test, and annual health examination.
 - v. 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.
 - vi. Following dress code of DSH-Napa and wearing name badges identifying themselves as Students.
 - vii. Attending an orientation of DSH-Napa facilities provided by their instructors. Precepted Students shall receive an orientation from DSH-Napa.
 - viii. Providing services to DSH-Napa's patients under the direct supervision of a faculty provided by Contractor or DSH-Napa provided staff/preceptors.
- I. Contractor 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 Contractor providing services under this Agreement.
- J. Contractor and Students shall participate in any job-related training provided or required by DSH.
- K. Contractor, their personnel, subcontractors, and anyone else affiliated with this Agreement shall not engage in, and shall report all instances of, any activity that would constitute "Workplace Violence" as defined in the applicable DSH Administrative Letter, which can be provided upon request. Failure to comply with this provision by Contractor, their personnel, subcontractors, and anyone else affiliated with this Agreement shall be deemed a material breach of this Agreement.
- L. If services are provided on DSH grounds, Contractor, their personnel, subcontractors, and anyone else affiliated with this Agreement must present a valid picture identification (e.g., driver's license or identification card issued by a state Department of Motor Vehicles, military card, etc.; company badges are not valid) in order to be admitted into secured areas.

- M. If services are provided on DSH grounds, each person performing services under this Agreement may be issued a Personal Duress Alarm (PDA) tag and charger. These devices are issued for the safety and security of all contractors. It will be the responsibility of each person to ensure they wear the device during each visit and to maintain the battery by charging it when necessary. Each person performing services under this Agreement may be required, at the discretion of DSH, to be oriented to the use of PDAs, including but not limited to videos, classroom time, etc.
- i. Upon the expiration or termination of this Agreement, Contractor shall ensure that each person performing services under this Agreement return all of their PDA tags and chargers to the appropriate DSH Police Department. If a PDA tag and charger is not returned to DSH, Contractor will be responsible for the current replacement cost of the PDA tag (at the rates of \$66.22 per tag, and \$14.62 per charger). Contractor will be billed accordingly for any PDA tags and chargers that are not returned. Failure to reimburse cost by Contractor will result in DSH withholding the cost of unreturned PDA tags and/or chargers against any outstanding invoices. If all invoices have been paid, DSH will issue an invoice to Contractor for payment. The DSH Contract Manager shall ensure all PDA tags and chargers are returned to the appropriate DSH Police Department prior to signing off final invoice for payment.
- N. If services are provided on DSH grounds, Contractor, their personnel, subcontractors, and anyone else affiliated with this Agreement shall not take pictures or video with a camera or phone anywhere on DSH grounds without the written consent of the Executive Director or designee. If any Contractor is caught taking photos or video without prior authorization, their phone or camera will be subject to search and further action will be taken by DSH Hospital police.
- O. If services are provided on DSH grounds, Contractor, their personnel, subcontractors, and anyone else affiliated with this Agreement shall not engage in conversation with DSH patients unless providing direct services to DSH patients conforming to the terms and conditions of their contract.
- P. If services are provided on DSH grounds, then Contractor, their personnel, subcontractors, and anyone else affiliated with this Agreement shall adhere to the dress code of the location where work is being performed. These dress codes may include limitations on the length, color, and material of clothing, or anything else required by that location. Contractor and subcontractors shall obtain a current copy of each location's dress code prior to the performance of any work. Contractor and subcontractors may be refused entry into the DSH grounds if their clothing is found to violate the established dress codes. The DSH retains the right to change its dress codes at any time.
- Q. If services are provided on DSH grounds, Contractor understands and agrees that the DSH reserves the right to limit or restrict the equipment, including but not limited to, tools and communication devices that the Contractor, their personnel, subcontractors, and anyone else affiliated with this Agreement may bring on grounds. In no way shall the DSH be held liable or accountable for tools misplaced or left behind. Upon notice by the DSH, Contractor shall comply with all such limitations and restrictions.
- R. If services are provided on DSH grounds, Contractor, their personnel, subcontractors, and anyone else affiliated with this Agreement shall not possess or use any tobacco products, (including smokeless tobacco) on the DSH grounds (Welfare and Institutions Code section 4138).

- S. If services are provided on DSH grounds, then Contractor shall participate in any of the DSH safety measures or programs as may be required by the DSH. This responsibility includes attending any and all related training or orientation to such measures or programs as may be required and scheduled by the DSH.
- T. Contractor and its subcontractors shall procure and keep in full force and effect during the term of this Agreement all permits, registrations and licenses necessary to accomplish the work specified in this Agreement, and shall give all notices necessary and incident to the lawful prosecution of the work. Contractor shall provide proof of any such license(s) permits(s), and certificate(s) upon request by the DSH. Contractor agrees that failure by itself or its subcontractors to provide evidence of licensing, permits, or certifications shall constitute a material breach for which the DSH may terminate this Agreement with cause.
- U. Contractor shall provide services as outlined in this Agreement. Contractor shall be responsible to fulfill the requirements of the Agreement and shall incur expenses at its own risk and invest sufficient amount of time and capital to fulfill the obligations as contained herein.
- V. Contractor and its subcontractors shall keep informed of, observe, comply with, and cause all of its agents and employees to observe and to comply with all prevailing Federal, State, and local laws, and rules and regulations made pursuant to said Federal, State, and local laws, which in any way affect the conduct of the work of this Agreement. If any conflict arises between provisions of the plans and specifications and any such law above referred to, then the Contractor shall immediately notify the state in writing.
- W. The DSH may terminate the Agreement pursuant to section 7 of Exhibit C if the Contractor or its subcontractors fails to comply with a federal, state or local law and the noncompliance, based on the facts and circumstances, would constitute a material breach of this Agreement under California law.

7. THE DSH RESPONSIBILITIES:

- A. DSH-Napa shall accept from Contractor the mutually agreed upon number of Students enrolled in the aforementioned Program and shall provide said students with supervised clinical experience.
- B. DSH-Napa shall designate a member of DSH-Napa staff to participate with the designee of the Contractor in planning, implementing and coordinating the training Program, including orientation.
- C. DSH-Napa shall permit students enrolled in the Program access to DSH-Napa facilities as appropriate and necessary for their Program, provided that the presence of the Students shall not interfere with the activities of DSH-Napa. Facilities include space for clinical conferences and access to DSH-Napa's Medical Library.
- D. DSH-Napa may request Contractor to withdraw from Program any student who DSH-Napa determines is not performing satisfactorily, or who refuses to follow DSH-Napa's administrative policies, procedures, rules and regulations. Such request must be in writing and must include a statement as to the reason or reasons why DSH-Napa desires to have the Student withdrawn. Said request shall be complied with within five (5) days of receipt of same. DSH-Napa reserves

the right to suspend from participation immediately any Student who poses an imminent danger of harm to patients or others.

- E. DSH-Napa shall, on any day when student is receiving training at its facilities, provide Students necessary emergency health care or first aid for accidents occurring in its facilities. Except as provided regarding such emergencies, DSH-Napa 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. DSH-Napa 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 training professionals employed by the hospital.
- G. In situations of single preceptorship/internships, DSH-Napa shall assume daily supervision of Student.
- H. Rights of the DSH to Perform Quality Assurance and Financial Audits/Reviews
 - i. The DSH may routinely evaluate the work performance of the Contractor, Contractor's personnel, subcontractors, or other parties associated with the Contractor to determine if the DSH standards and departmental policies and procedures are being maintained. If it is found that any party fails to perform or is physically or mentally incapable of providing services as required by the Agreement, then that party shall not perform services for the DSH.
 - ii. The DSH may monitor and evaluate services provided in fulfillment of the requirements of this Agreement, as detailed in Exhibit A. Such monitoring and evaluation may occur on a regular cycle or as deemed necessary by the Contracts Manager. The DSH retains sole and absolute discretion in determining any such evaluation schedule.
 - iii. Inspections may be conducted by the DSH staff at any time during the Agreement term to check on the quality of work. Payment shall not be provided for services deemed unacceptable by the Contract Manager and/or their designee.
 - iv. The DSH may audit and examine Contractor's records and accounts which pertain, directly or indirectly, to services performed under this Agreement. The DSH may hire third parties to perform the audit and examination, including but not limited to, accountants, consultants, or service providers in the applicable field. Contractor shall cooperate fully with the audits and examinations.
 - v. If as a result of an audit and examination, the DSH is informed of underpayments or overpayments, the DSH shall notify Contractor of the need for payment or reimbursement. Upon receipt of a final audit report, Contractor has 30 days to reimburse any overpayment or to dispute or challenge the report. Contractor and the DSH shall confer and negotiate in good faith with respect to any disputed portion of the final audit report to reach agreement with respect to adjustments, payments, and reimbursements.
 - vi. The DSH shall submit its findings to Contractor and establish a deadline for correcting any deficiencies in fulfilling the obligations set forth in this section. Failure by the Contractor to

timely correct deficiencies shall be reason for termination of services under this Agreement.

8. 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. Contractor Faculty and appropriate DSH-Napa staff will arrange for the 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. Contractor Faculty and DSH-Napa staff will annually review the appropriateness of the learning environment in relation to the Program's written objectives.
- E. The parties agree that all students receiving clinical training pursuant to this 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.
- F. It is expressly agreed and understood by Contractor and DSH-Napa that students under this Program are in attendance for educational purposes, and such students are not considered employees of DSH-Napa for any purpose including, but not limited to, compensation for services, employee welfare and pension benefits, or worker's compensation insurance.

9. AMENDMENTS:

- A. The parties reserve the right to amend this Agreement by extending its term for two (2) additional terms of up to one (1) year each. This right to amend is in addition to the right to amend for other reasons contained in this Agreement or noted in the solicitation that resulted in this agreement, if applicable. Any amendment shall be in writing and signed by both parties, and be approved by the Department of General Services if such approval is required.

SECOND AMENDMENT TO PROVERIFY SERVICE AGREEMENT

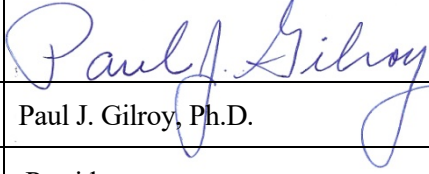
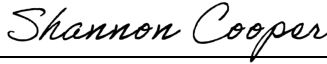
This **Second Amendment to ProVerify Software-as-a-Service (SaaS) Agreement** (“Amendment”), effective as of **July 1, 2019** (“Effective Date”), is entered into by and between **Solano Community College** (“Recipient”), an agency and institution of higher education authorized under the laws of the State of Texas, and **ProEducation Solutions, LLC**. (“Provider”).

WHEREAS Recipient and Provider entered into the **ProEducation ProVerify Software-as-a-Service (SaaS) Agreement**, Recipient wishes to upgrade to a **ProVerify Full-Service Agreement** between Recipient and Provider:

NOW THEREFORE, Recipient and Provider now desire to amend the terms of the Agreement as more particularly set forth below:

- 1. Schedule “A” Pricing:** The Pricing Schedule “A” attached to this Second Amendment fully replaces the same Pricing Schedule “A” on the original Agreement. The only change from the original Agreement is to add fees for “Manual Verification Processing by ProEd Staff” and also to add “Inbound Call Center Services,” if desired.
- 2. PROCESSING BILLING CYCLE:** Invoicing will reflect actual monthly charges in Arrears for work completed by ProEd staff to process verification records manually. Actual charges will be computed at the end of the month for the actual usage of the previous month. The Processing Billing charges will be added to the Subscription Billing Invoice. This will extend through the full term of this Agreement.
- 3. TERMS:** Except, as provided in this Amendment, all terms used in the Amendment that are not otherwise defined shall have the respective meanings ascribed to such terms in the Agreement.
- 4. ENTIRE AGREEMENT:** This Amendment embodies the entire agreement between Recipient and Provider with respect to the Amendment of the Agreement. In the event of any conflict or inconsistency between the provisions of the Agreement and this Amendment, the provisions of this Amendment shall control and govern.
- 5. TERMS:** Except as specifically modified and amended herein, all of the terms, provisions, requirements and specifications contained in the Agreement remain in full force and effect. Except as otherwise expressly provided herein, the parties do not intend to, and the execution of this Amendment shall not, in any manner impair the Agreement, the purpose of this Amendment being simply to amend and ratify the Agreement, as hereby amended and ratified, and to confirm and carry forward the Agreement, as hereby amended, in full force and effect.
- 6. THIS AMENDMENT SHALL BE CONSTRUED AND GOVERNED BY THE LAWS OF THE STATE OF FLORIDA.**

IN WITNESS WHEREOF, Recipient and Provider have executed and delivered this Amendment effective as of the Effective Date.

PROVIDER:		RECIPIENT:	
ProEducation Solutions, LLC		Solano Community College	
By:		By:	
Name:	Paul J. Gilroy, Ph.D.	Name:	Shannon Cooper
Title:	President	Title:	Vice President
Date:	1/3/2021	Date:	3/2/2021

Schedule “A”: Pricing Schedule

APPLICATION & SUPPORT	FREQUENCY	FEE
Software Application License Fee including: <ul style="list-style-type: none"> ○ Set-Up & Implementation ○ Training ○ System Support & Usage Reporting ○ Help Desk & Customer Service Support ○ Ongoing Account Management Support ○ Inbound/Outbound Call Center Support 	One-time Set-Up & On-going Support Services	\$5,000.00 WAIVED
FEES		
SUBSCRIPTION SERVICE FEES	FREQUENCY	FEE
ProVerify Full Service	Per Month	\$2,800
Maximum Number of Verification Cases		2,279
Fee for Verification Cases that Exceed the Maximum	Per Verification	\$15.00
Fee for Manual Verification Processing by ProEd Staff	Per Manual Verification	\$5.00
Inbound Call Center Services	Per Call	\$4.50

Note: The subscription fee above is based on 2,279 automated or manual verifications per award year. If the number of verifications exceeds 2,279 the price for each additional completed verification record is \$15.00.

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

TO: Members of the Governing Board

**SUBJECT: MEASURE Q QUARTERLY PROGRESS UPDATE
 REPORT TO THE GOVERNING BOARD**

REQUESTED ACTION:

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

SUMMARY:

The Solano CCD Measure Q Quarterly Update Report is presented for Board information. This report includes an overview of program and project activities for the Measure Q Bond Program for the period of October 1, 2020 – December 31, 2020.

Measure Q expenditures during this reporting period were \$1,343,227. Total expended to December 31, 2020 was \$190,993,556 (percentage spent is 55.6%).

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: Quarterly Reports provided to the Board of Trustees and the public regarding the use of bond funds.

<i>Ed. Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact:</i>
SUPERINTENDENT'S RECOMMENDATION:		<input type="checkbox"/> APPROVAL <input type="checkbox"/> DISAPPROVAL <input checked="" type="checkbox"/> NOT REQUIRED <input type="checkbox"/> TABLE
Lucky Lofton Executive Bonds Manager <hr/> PRESENTER'S NAME		<hr/> Celia Esposito-Noy, Ed.D. Superintendent-President <hr/> March 17, 2021 <hr/> DATE APPROVED BY SUPERINTENDENT-PRESIDENT
4000 Suisun Valley Road Fairfield, CA 94534 <hr/> ADDRESS		
(707) 863-7855 <hr/> TELEPHONE NUMBER		
Robert V. Diamond Vice President, Finance and Administration <hr/> VICE PRESIDENT APPROVAL		
March 5, 2021 <hr/> DATE SUBMITTED TO SUPERINTENDENT-PRESIDENT		

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

TO: Members of the Governing Board

**SUBJECT: MEASURE Q QUARTERLY PROGRESS UPDATE
REPORT TO THE GOVERNING BOARD**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

Sample of primary projects:

Program:

- District Design Standards (including Signage Standards): District staff and Bond program team members continue to review and revise the Design Standards.
- Facilities Master Plan: The District completed the 2020 Facilities Master Plan Update, which was adopted by the Board of Trustees on December 2, 2020.
- Series D Bond Issuance: In November 2020, the next series (Series D) of Measure Q General Obligation bonds was issued. The amount of this issuance was \$30,000,000 and was completed on November 17, 2020.

Campus Projects:

- Library/Learning Resource Center Project (Building 100 Replacement): Construction continues. Work on exterior and interior framing proceeded. Installation of HVAC concrete pads and curbs on roof. Installation of roofing.
- B300 Modifications – Graphics & Mailroom: Construction is complete. Punch list work is being finished. FF&E has been installed. Move is complete. DSA close out is in process.
- Baseball and Softball Clubhouse Replacement: Initial Design Phase work is almost complete. Working on solution for new fire hydrant.
- Bleacher Replacement - Baseball and Soccer: Punch list work is done. Close out is in process. Construction on access ramp is also complete and is in close out.
- Early College High School Portables: Portables have been delivered and are installed on site. Work on fire alarm, electrical panel and fencing in progress.
- Early Learning Center Modernization (Design): Initial study and Schematic Design continues.
- Pedestrian & Vehicular Wayfinding Signs (Design): Shop Drawings for pedestrian signs reviewed; sent back to vendor for revisions. Shop Drawings for vehicular signs still in process.
- Vacaville Classroom Building ‘Annex’ Renovation (Phase 2) – Corbels Removal: Design work continues.
- Aeronautics Building Parking Lot: Design complete and under review with Airport.