

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

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

EMPLOYMENT 2015-2016

Regular Assignment

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Lucky Lofton	Executive Bonds Manager M00065 (Range 54/Step 3)	04/25/16
Brad Starkey-Owens	Alternate Media Specialist C00026 (Range 16/Step 2)	04/07/16

Out of Class

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Gale Anderson	Supervisor, Records & Registration	04/01/16 – 06/30/16	\$1,149.18/month \$3,447.54 Total
Robert Ceja, Jr.	Lead Custodian, Facilities	04/01/16 – 06/30/16	\$161.19/month \$483.57 Total
Eduardo Del Pilar	Custodial Supervisor, Facilities	04/01/16 – 06/30/16	\$563.43/month \$1,690.29 Total
Tracy Gross	Financial Aid Specialist, Financial Aid	04/01/16 – 06/30/16	\$143.86/month \$431.58 Total
Alexandra Therrien	Chief of Staff, Superintendent-President Office	04/01/16 – 06/30/16	\$1,304.05/month \$3,912.15 Total
Galen Tom	Lead Technology Specialist, Technology & Support Desk Services	04/01/16 – 06/30/16	\$289.46/month \$868.38 Total

Mary Jones
 Human Resources

March 18, 2016

Date Submitted

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

March 18, 2016

Date Approved

Salary Change

<u>Name</u>	<u>Assignment Change</u>	<u>Effective</u>
Celia Lopez	From Human Resources Generalist (Range 33/Step 3) to Human Resources Generalist (Range 33/Step 6)	11/02/15

Short-term/Temporary/Substitute

<u>Name</u>	<u>Assignment</u>	<u>Fund/Grant Name</u>	<u>Effective</u>	<u>Amount</u>
Daphne Kuta	Production Assistant	General Fund	02/11/16 – 06/30/16	\$11.60 hr.

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

TO: **Members of the Governing Board**

SUBJECT: **FIRST EXTENSION TO AGREEMENT BETWEEN
SOLANO COMMUNITY COLLEGE DISTRICT AND
SUTTER MEDICAL FOUNDATION/SUTTER HEALTH
SACRAMENTO SIERRA REGION, SACRAMENTO,
CALIFORNIA**

REQUESTED ACTION:

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

SUMMARY:

A first extension of the clinical experience agreement between Solano Community College District and Sutter Medical Foundation/Sutter Health Sacramento Sierra Region, Sacramento, California, is being presented for review and approval by the Governing Board. The approval of this agreement extension benefits the nursing program at Solano Community College by providing students with an acute care facility in which to practice.

The CCR for the Board of Registered Nursing, Section 1427 requires “A program that utilizes agencies and/or facilities for clinical experience shall maintain written agreements with such facilities.” These agreements must be current, reviewed periodically, and revised, as indicated. A copy of the Extension 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 Sutter Medical Foundation/Sutter Health Sacramento Sierra Region, Sacramento, California.

STUDENT SUCCESS IMPACT:

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

<i>Ed. Code: CCR 1427</i>	<i>Board Policy: 3520</i>	<i>Estimated Fiscal Impact: N/A</i>
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SUPERINTENDENT’S RECOMMENDATION:

APPROVAL **DISAPPROVAL**
 NOT REQUIRED **TABLE**

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

ADDRESS
707-864-7208

TELEPHONE NUMBER

Leslie Minor, Ph.D.
VICE PRESIDENT APPROVAL

March 18, 2016
**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

Celia Esposito-Noy, Ed.D.

March 18, 2016
**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

**FIRST EXTENSION
TO
AGREEMENT FOR FURNISHING CLINICAL
AND/OR NON-CLINICAL EXPERIENCES AND THE USE OF CLINICAL FACILITIES**

This First Extension of the Agreement for Furnishing Clinical and/or Non-Clinical Experiences and the Use of Clinical Facilities (the “Extension”) is entered into as of **April 1, 2016** (the “**Effective Date**”), by and between Sutter Valley Medical Foundation, a California nonprofit public benefit corporation doing business as **Sutter Medical Foundation** (“SMF”), **Sutter Health Sacramento Sierra Region**, a California nonprofit public benefit corporation (“SHSSR”) (SHSSR and SMF are hereafter together referred to as “Sutter”), and **Solano Community College** (“University”).

RECITALS

A. Sutter and University entered into an Agreement for Furnishing Clinical and/or Non-Clinical Experiences and the Use of Clinical Facilities effective as of 4/1/2013, pursuant to which students participating in University Programs may use the Facilities for clinical experience (the “Agreement,” attached hereto as **Attachment A**). All capitalized terms used but not defined herein shall have the meanings assigned to them in the Agreement. The Agreement expires by its terms on March 31, 2016.

B. The parties wish to extend the term of the Agreement in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, the parties agree as follows:

AGREEMENT

1. **Extended Term**. The term of the Agreement shall be extended through **June 30, 2017**, or until the date when the parties enter into a replacement agreement, whichever is earlier, subject to earlier termination as set forth in the Agreement.
2. **No Other Changes**. Except as set forth in this Extension, no other modifications are being made to the Agreement, and the Agreement shall remain in full force and effect.
3. **Counterparts**. This Extension may be executed in multiple counterparts, and counterpart signature pages may be assembled to form a single, fully executed document.

**AGREEMENT FOR FURNISHING CLINICAL AND/OR
NON-CLINICAL EXPERIENCES AND THE USE OF CLINICAL FACILITIES**

This Agreement is between SUTTER MEDICAL FOUNDATION ("SMF"), a California nonprofit public benefit corporation, SUTTER HEALTH SACRAMENTO SIERRA REGION ("SHSSR"), a California nonprofit public benefit corporation doing business as Sutter Amador Hospital, Sutter Auburn Faith Hospital, Sutter Center for Psychiatry, Sutter Davis Hospital, Sutter Medical Center, Sacramento, Sutter Roseville Medical Center and Sutter Solano Medical Center (SMF and SHSSR are hereafter together referred to as "SUTTER") and SOLANO COMMUNITY COLLEGE (hereafter referred to as "COLLEGE") and is effective as of April 1, 2013.

RECITALS

- A. SMF owns and operates a multi-specialty clinic exempt from clinic licensure under California Health & Safety Code Section 1206(l), and in conjunction therewith operates various outpatient care centers. SHSSR owns and operates general acute care hospitals and a psychiatric hospital. These facilities – outpatient care centers, hospitals, and psychiatric hospital – are collectively referred to herein as "Facilities". See EXHIBIT A for a list of all Facilities included in this Agreement.
- B. The COLLEGE has various academic programs (hereafter "Program(s)") for its students, and these Program(s) require clinical and/or non-clinical experience at Facilities.
- C. It is to the mutual benefit of the parties to this Agreement that student(s) participating in COLLEGE's Program may use the Facilities for clinical experience.

NOW, THEREFORE, the parties agree as follows:

1. GENERAL INFORMATION

- A. Primary Contacts. Both parties shall designate primary contacts ("Primary Contact") respectively, who shall coordinate with each other in the planning, implementation, and coordination of the Program(s) to be provided to the students. There will be ongoing communications and periodic evaluation between the parties relating to changes or issues involving staff, curriculum, policies and/or procedures.
- B. Preliminary Information. Both parties, before the beginning of the training, shall agree upon the location(s), the number and identity of the students participating under this Agreement, and the period of time for each student's training.
- C. Supervision. COLLEGE shall maintain responsibility for student activities and conduct while at SUTTER, and shall maintain supervision over the Program(s) (including all grading). However, SUTTER shall provide appropriate training, and shall retain all professional and administrative

responsibility for the services rendered pursuant to this Agreement to the extent required to comply with Title 22 of the California Code of Regulations.

- D. Faculty/Clinical Preceptors. COLLEGE shall provide instructor(s) to supervise all instruction and student activities for the Program in Facilities except for any particular course(s) that use clinical preceptors. Facility shall provide qualified staff to supervise any particular course(s) requiring clinical preceptor(s).

2. COLLEGE'S RESPONSIBILITIES

- A. Accreditation. COLLEGE shall maintain appropriate accreditation (by one of the six regional accrediting bodies in the United States and/or by the applicable professional association for each Program), licensing and credentials of its entities and employees, as applicable, and shall, upon SUTTER's request, furnish evidence of such accreditation, licensing and credentials.
- B. Student/Instructor Contact Information. COLLEGE shall complete and send to SUTTER information for each student and instructor enrolled in the Program(s), which shall include the student's/instructor's name, address and telephone number prior to the beginning of the planned clinical experience. SUTTER shall regard this information as confidential. SUTTER may also develop a non-mandatory online registration system, which students may voluntarily use to enter additional information such as email address, job experience, etc.
- C. Schedule of Assignments. COLLEGE shall notify SUTTER of its planned schedule of student assignments and/or any changes in student assignments, including the name of the student, level of academic preparation, and length and dates of training not less than thirty (30) working days prior to the planned experience.
- D. Educational Objectives: COLLEGE shall provide to SUTTER a copy of the course objective and skills checklist as appropriate for the training and a copy of the appropriate clinical program handbook.
- E. Records. COLLEGE shall maintain all attendance and academic records of the students participating in the Program(s), and personnel records for its instructor(s), in accordance with all legal requirements.
- F. Rules and Regulations. COLLEGE shall enforce rules and regulations governing the student as mutually agreed upon by SOLANO COMMUNITY COLLEGE and SUTTER.
- G. Health Policy. COLLEGE shall provide SUTTER, prior to a student's arrival at the Facility, with proof of immunity consistent with SUTTER employee health policy as detailed at Section C of Exhibit B. COLLEGE shall notify SUTTER prior to a student's arrival at the Facility if the student is a known carrier of an infectious or communicable disease. If such information indicates that patients of SUTTER would be placed at risk if treated by a particular student, SUTTER reserves the right to refuse to allow such student to participate in training at SUTTER. Immunity



documentation shall include at a minimum a TB screening, and vaccinations or titers for Mumps, Rubeola, Rubella, Varicella, Tetanus, Diphtheria, and Pertussis (Tdap), Hepatitis B and Influenza. TB screening (two-step process initially, single thereafter) requires that each student has a negative PPD skin test, or, if known to be PPD positive, a negative chest x-ray, and no symptoms of TB. SUTTER is not financially responsible for providing these tests for students. SUTTER has the same requirements for any COLLEGE instructors participating under this Agreement.

H. Student/Instructor Responsibilities. COLLEGE shall notify each student and instructor that he/she is responsible for:

- 1) Following the policies, procedures, rules and regulations of SHSSR and/or SMF as applicable, including the dress code of the Facility and the Facility's Identity Theft Prevention Program.
- 2) Arranging for his/her own transportation and living arrangements when not provided by COLLEGE.
- 3) Arranging for and assuming the cost of his/her own health insurance.
- 4) Assuming responsibility for care for his/her personal illness, necessary immunizations, tuberculin test and initial drug screening.
- 5) Maintaining confidentiality of patient information. No student or instructor shall have access to or have the right to receive any medical record, except when necessary in the regular course of the training. The discussion, transmission or narration in any form by students or instructors of any patient information of a personal nature, medical or otherwise, obtained in the regular course of the Program(s) is forbidden except as a necessary part of the training. Students and instructors shall use de-identified information only in any discussions with COLLEGE, its employees or agents not participating as on-site instructors, unless the patient has first given express authorization using a form approved by SUTTER that complies with applicable state and federal law, including the Federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, Subtitle D of the Federal HITECH Act ("HITECH Act," 42 U.S.C. § 17921 et seq.), and the regulations promulgated thereunder (collectively referred to herein as "HIPAA"). To preserve patient confidentiality, students and instructors shall not be permitted to use any cameras or camera cell phones in the Facilities. Any student(s)/instructor(s) participating in the Program(s) under this Agreement must execute a SHSSR Confidentiality Form prior to placement which may be found in Exhibit D.
- 6) Wearing photo ID name badges identifying him/herself as a student/instructor of the COLLEGE.
- 7) Attending an orientation to the applicable Facilities, as mutually agreed upon by the Primary Contacts. This orientation must be fully completed prior to student assignment for patient care. In addition, students and instructors must submit to SUTTER proof of completion of SUTTER orientation and training on: environment of care, national patient safety goals, and

HIPAA. Students will complete online orientation training at COLLEGE's/Student's expense, as reasonably requested by SUTTER from time to time.

- 8) Providing services to SUTTER's patients under the direct supervision of an instructor provided by COLLEGE or SUTTER-provided preceptors.
 - 9) Notifying SUTTER management immediately of any perceived or suspected violation of federal or State laws at the Facilities.
- I. Training Capacity. COLLEGE will ensure all students understand they are trainees and will not be compensated in their trainee roles.
 - J. Background Checks. SUTTER requires COLLEGE to provide proof of a lawful background check for each student and instructor before the planned training, in accordance with the provisions set forth at Exhibit B. If any information obtained through the background check may indicate that patients of any Facility would be placed at risk by the presence of a particular student and/or instructor, SUTTER reserves the right to refuse to allow such student and/or instructor to participate in the Program(s) at Facility.
 - K. Withdrawal of Students. SUTTER may request COLLEGE to withdraw from the Program(s) any student or instructor whom SUTTER determines is not performing satisfactorily, or who refuses to follow SUTTER's policies, procedures, rules and/or regulations, or violates federal or State laws. SUTTER may also deny participation in the Program(s) to any student in accordance with the provisions of California Labor Code sections 432.7 and 432.8. SUTTER reserves the right to suspend from participation immediately any student or instructor who is determined by SUTTER to pose an imminent danger of harm to patients or others, and to immediately dismiss from the Facility any such student or instructor. In addition, COLLEGE shall comply with any Facility's request to suspend a student or instructor from participation within twelve (12) hours of the request, unless the Facility agrees to a longer period of time.

3. SUTTER'S RESPONSIBILITIES

- A. Access to Facilities. SHSSR shall permit instructors and only the mutually agreed upon number of students enrolled in the Program(s) access to the Facilities as appropriate and necessary for the Program(s), provided that the instructor(s) or student(s) shall not interfere with the activities of SUTTER. Facilities include space for conferences, as available, and access to SUTTER's Medical Resource Library during normal Library hours.
- B. Accreditation. SHSSR shall maintain the Facilities used for the experience in such a manner that the Facilities shall conform to the requirements of the appropriate accreditation agency overseeing the Program(s). Upon request, SHSSR shall permit the appropriate accreditation agency to make site visits to the Facility to verify the Instructional and clinical/non-clinical experience of the COLLEGE's students.

- C. Emergency Health Care/First Aid. SHSSR or SMF (as applicable) shall, on any day when student/instructor is receiving training at its Facilities, provide to student/instructor necessary emergency health care or first aid for accidents or conditions arising out of or in the course of said student's or instructor's participation in the Program at Facility. Except as provided regarding such emergencies, SUTTER shall have no obligation to furnish medical or surgical care to any student or instructor. Students and instructors will be financially responsible for all such care rendered in the same manner as any other patient.
- D. Training Capacity. If students are participating in clinical training, students shall perform in a training capacity only and shall not be utilized to treat patients in lieu of trained professionals employed by SUTTER. Students shall perform services for patients only when under the supervision of a qualified professional. Facility and COLLEGE shall coordinate all appropriate supervision.

4. NON-DISCRIMINATION

The parties agree that student(s) participating in the Program at any Facility pursuant to this Agreement shall be selected without discrimination on account of race, color, religion, national origin, ancestry, disability, marital status, age, gender, sexual orientation, veteran status, medical condition (cancer related or genetic characteristic) as defined in section 12926 of the California Government Code, citizenship, or any other protected status.

5. STATUS OF STUDENTS AND INSTRUCTORS

It is expressly agreed and understood by COLLEGE and SUTTER that students and instructors under this Program(s) are in attendance for educational purposes, and such students and instructors are not considered employees of SHSSR or SMF for any purpose, including, but not limited to, compensation for services, employee welfare and pension benefits, or workers' compensation insurance.

6. INDEMNIFICATION

- A. COLLEGE shall defend, indemnify and hold harmless SUTTER and its affiliates, parents and subsidiaries, and any of their respective directors, trustees, officers, agents, employees and volunteers from any and all liability, loss, expense (including reasonable attorneys' fees) or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the COLLEGE, its officers, employees, agents, instructors or students.
- B. SUTTER shall defend, indemnify and hold harmless COLLEGE, its officers, employees, agents and trainees from any and all liability, loss, expense (including reasonable attorneys' fees) or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury

or damages are caused by or result from the negligent or intentional acts or omissions of SUTTER, its officers, employees, or agents.

7. INSURANCE

- A. COLLEGE shall procure and maintain during the term of this Agreement, at its sole cost and expense, commercial general liability insurance from an insurance company acceptable to SUTTER in an amount per student and instructor of not less than One Million Dollars (\$1,000,000) for each occurrence and Three Million Dollars (\$3,000,000) aggregate.
- B. COLLEGE shall procure and maintain during the term of this Agreement, at its sole cost and expense, professional liability insurance from an insurance company acceptable to SUTTER in an amount per student and instructor of not less than One Million Dollars (\$1,000,000) for each occurrence and Three Million Dollars (\$3,000,000) aggregate.
- C. If any of the above-referenced insurance is made on a "claims-made" basis, and such coverage is later terminated or converted to an "occurrence" coverage (or vice versa), COLLEGE shall also acquire "prior acts" or "tail" coverage in the above amounts, covering all periods that this Agreement is or has been in effect, and for a period of three (3) years following termination of this Agreement.
- D. The COLLEGE shall also maintain and provide evidence of workers' compensation coverage as required by law. In the event COLLEGE does not carry workers' compensation insurance on the students, COLLEGE shall maintain and provide evidence of student accident insurance on each student with benefits that are no less than \$10,000.
- E. COLLEGE shall provide SUTTER with proof of insurance evidencing the insurance coverage required under this section. The COLLEGE shall also notify SUTTER within ten (10) days of any cancellation, reduction, or other material change in the amount or scope of any coverage required hereunder.

8. TERM AND TERMINATION

- A. Term. This Agreement shall be effective as of the date first written above, and shall remain in effect until March 31, 2016.
- B. Renewal. This Agreement may be renewed for subsequent three (3) year terms, by either party giving the other at least 30 days prior written notice of their desire to renew, and the other party agreeing to such a renewal prior to the expiration of the then current term of the Agreement.
- C. Termination.

- 1) Mutual Agreement. This Agreement may be terminated at any time upon the written concurrence of the parties.
- 2) Without Cause. This Agreement may be terminated without cause with thirty (30) days prior written notice by either party to the other party. Such termination shall not take effect, however, with regard to students already enrolled until those students have completed their training for the COLLEGE semester during which such termination notice is given, unless such completion would cause an undue financial hardship on SUTTER or the unit in which student is assigned ceases to operate.

9. CONFIDENTIALITY

- A. General Confidentiality. This Section 9 is in addition to Section 2.H.S of this Agreement. All parties shall protect the confidentiality of each other's records and information, and shall not disclose confidential information without the prior written consent of the other party. All patient records, reports and information obtained, generated or encountered relating to the training shall at all times be and remain the property of SUTTER.
- B. Confidentiality Training. COLLEGE shall warrant to SUTTER that each student and instructor has received appropriate training in the student's/instructor's duty to maintain the confidentiality of patient and SUTTER proprietary information at all times, and to comply with all federal and California laws relating to the privacy of individually identifiable health information. Such laws include, without limitation, HIPAA, the California Confidentiality of Medical Information Act, and the Federal Trade Commission's Red Flag Rules on Identity Theft Prevention. SUTTER reserves the right to provide appropriate confidentiality training to the students and instructors, and to designate the students and instructors as members of SUTTER's workforce, as defined by HIPAA.
- C. Patient Authorization. No SUTTER patient information may be disclosed to or shared with COLLEGE (or COLLEGE's employees or agents not participating as on-site instructors) during the course of the Program(s) unless SUTTER has received express written patient authorization. SUTTER shall reasonably assist COLLEGE in obtaining such authorization in appropriate circumstances. In the absence of such authorization, students and instructors shall use only de-identified information (as defined by HIPAA) in any discussion with COLLEGE (or COLLEGE's employees or agents not participating as on-site instructors).

10. GENERAL PROVISIONS

- A. Entire Agreement/Amendment. This Agreement constitutes the entire understanding and agreement between the parties as to those matters contained in it, and supersedes any and all prior or contemporaneous agreements, representations and understandings of the parties regarding COLLEGE's Program(s) and use of the Facilities. This Agreement may be amended at any time by mutual agreement of the parties, but any such amendment must be in writing, dated, and signed by the parties.

- B. Assignment; Binding on Successors. Neither party shall voluntarily nor by operation of law, assign or otherwise transfer this Agreement without the other party's prior written consent. Any purported assignment in violation of this Section shall be null and void. This Agreement shall inure to the benefit of and be binding upon the parties hereto, and their successors and assigns, except as otherwise provided in this Agreement.
- C. Dispute Resolution. If the parties cannot resolve a dispute between them relating to this Agreement after using good faith efforts to resolve the dispute informally, the parties shall submit the dispute to binding arbitration in accordance with the then prevailing Commercial Arbitration Rules of JAMS or such other organization as the parties mutually agree. The parties shall bear the arbitrator's fees and expenses equally. The arbitration shall take place in Sacramento County. Judgment upon the award may be entered and enforced in the appropriate state or federal court sitting in Sacramento County.
- D. Attorney's Fees. In the event that any action, including arbitration, is brought by either party to enforce or interpret the terms of this Agreement, the prevailing party in such action shall be entitled to its costs and reasonable attorney's fees in accordance with California Civil Code §1717, in addition to such other relief as the court or arbitrator may deem appropriate.
- E. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.
- F. Force Majeure. Neither party shall be liable nor deemed to be in default for any delay or failure in performance under this Agreement or other interruption of service or employment deemed resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, failure of transportation, machinery or supplies, vandalism, strikes or other work interruptions beyond the reasonable control of either party. However, both parties shall make good faith efforts to perform under this Agreement in the event of any such circumstances.
- G. Governing Law. The validity, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California.

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- H. Notices. All written notices to be given in connection with this Agreement shall be sufficient if sent by (a) facsimile (together with proof of transmission and provided a hard copy is mailed within one business day), (b) certified or registered mail, postage prepaid, or (c) national overnight delivery service addressed to the party entitled to receive such notice at the address specified by such party below:

SUTTER HEALTH SACRAMENTO SIERRA REGION,
a California nonprofit public benefit corporation

Anette Smith-Dohring
Manager, Workforce Development
2700 Gateway Oaks Drive, Suite 1100
Sacramento, CA 95833
Phone: 916.924.7644
Fax: 916.924.7650
Email: smitha2@sutterhealth.org.

SOLANO COMMUNITY COLLEGE

Maire Morinec
Dean, School of Career Tech &
Business
Solano Community College
4000 Suisun Valley Road
Fairfield, CA 94534
Phone: (707) 864-7000 ext 7155
Email: maire.morinec@solano.edu

or ACUTE CARE

Kathryn Jelten
Director, Educational Services
S1S1 F Street, Sacramento, CA 95816
Phone: 916.733.0936
Fax: 916.733.1882
Email: jeltenk@sutterhealth.org

With a copy to:

SOLANO COMMUNITY COLLEGE
General Counsel

or AMBULATORY

Geri Cribbs
Clinical Educator
1201 Alhambra Boulevard, Suite 10
Sacramento, CA 95816
Phone: 916.731.7826
Fax: 916.503.7101
Email: cribbsg@sutterhealth.org

With a copy to:

Sutter Health
Office of the General Counsel
2200 River Plaza Drive, Sacramento, CA 95833
Attn: Penny G. Westfall, Esq.
VP & Regional Counsel



- I. Severability. In the event any portion of this Agreement is declared invalid or void by a court or arbitrator, such portion shall be severed from this Agreement, and the remaining provisions shall remain in effect, unless the effect of such severance would be to alter substantially the agreement or the obligations of the parties, in which case this Agreement may be immediately terminated.
- J. Waiver of Provisions. Any failure of a party to insist upon strict compliance with any term, undertaking or condition of this Agreement shall not be deemed to be a waiver of such term, undertaking or condition. To be effective, a waiver must be in writing, signed and dated by the parties to this Agreement. A waiver of any term or condition hereof shall not be construed as a future waiver of the same or any other term or condition hereof.
- K. Recitals and Exhibits. Any recital and/or exhibit attached hereto is hereby incorporated into this Agreement by this reference.
- L. Compliance with Law and Regulatory Agencies. SUTTER and COLLEGE shall comply with all applicable provisions of law and other valid rules and regulations of all governmental agencies having jurisdiction over: (i) the operation of the Facilities; (ii) the licensing of health care practitioners; and (iii) the delivery of services to patients of governmentally regulated third party payors whose members/beneficiaries receive care from SUTTER. This shall specifically include compliance with applicable provisions of Title 22 of the California Code of Regulations. COLLEGE shall also comply, and shall ensure its student(s) and instructor(s) comply with all applicable standards and recommendations of The Joint Commission; bylaws, rules and regulations, and policies and procedures of SHSSR and SMF, SHSSR's Medical Staff and Medical Staff departments; and the laws, regulations, and rules regarding services provided to patients covered by Medicare and/or Medi-Cal.
- M. No Referrals. Nothing in this Agreement is intended to obligate and shall not obligate any party to this Agreement to refer patients to any other party.
- N. No Third Party Beneficiaries. Unless otherwise set forth herein, nothing contained herein is intended nor shall be construed to create rights running to the benefit of third parties.

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Signature page to follow

11. EXECUTION

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

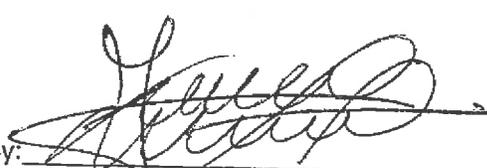
SHSSR

**Sutter Medical Foundation and
Sutter Health Sacramento Sierra Region,**
a California nonprofit public benefit corporation,
d.b.a. Sutter Amador Hospital, Sutter Auburn
Hospital, Sutter Center for Psychiatry, Sutter
Davis Hospital, Sutter Medical Center,
Sacramento, Sutter Roseville Medical Center
and Sutter Solano Medical Center

By: 
Jeffrey Szczesny
Vice President, Human Resources

Date: 5/8/2013

SOLANO COMMUNITY COLLEGE

By: 
Jowel Laguerre, PhD
President/Superintendent

Date: 17 April 2013

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Exhibit A

The following SHSSR hospital facilities are included in this agreement:

Hospitals	Address	City, State	Zip Code
Sutter Amador Hospital	200 Mission Boulevard	Jackson, CA	95642
Sutter Auburn Faith Hospital	11815 Education Street	Auburn, CA	95602
Sutter Center for Psychiatry	7700 Folsom Boulevard	Sacramento, CA	95826
Sutter Davis Hospital	2000 Sutter Place	Davis, CA	95617
Sutter Medical Center, Sacramento			
Sutter General Hospital	2801 L Street	Sacramento, CA	95816
Sutter Memorial Hospital	5151 F Street	Sacramento, CA	95819
Sutter Roseville Hospital	One Medical Plaza	Roseville, CA	95661
Sutter Solano Medical Center	300 Hospital Drive	Vallejo, CA	94589

The following SMF ambulatory facilities are included in this agreement:

County	Address	City, State	Zip Code
Amador	100 Mission Boulevard	Jackson, CA	95642
	255-C New York Ranch Road	Jackson, CA	95642
	24685 Hwy 88	Pioneer, CA	95666
	9279 Locust Street	Plymouth, CA	95669
Placer	3123 Professional Drive	Auburn, CA	95603
	3133 Professional Drive	Auburn, CA	95603
	3288 Bell Road	Auburn, CA	95603
	404 Auburn-Folsom Road	Auburn, CA	95603
	11795 Education Street	Auburn, CA	95602
	10058 Wolf Road	Grass Valley, CA	95949
	13300 New Airport Road	Auburn, CA	95602
	685 Twelve Bridges Drive	Lincoln, CA	95648
	1160 Sunset Boulevard	Rocklin, CA	95765
	Three Medical Plaza	Roseville, CA	95677
Sacramento	3100 Douglas Boulevard	Roseville, CA	95661
	568 North Sunrise Avenue	Roseville, CA	95661
	8170 Laguna Boulevard	Elk Grove, CA	95758
	2575 East Bidwell Street	Folsom, CA	95630

County	Address	City, State	Zip Code
	11121 Sun Center Drive	Rancho Cordova, CA	95670
	5765 Greenback Lane	Sacramento, CA	95841
	1014 N. Market Boulevard	Sacramento, CA	95834
	2210 Del Paso Road	Sacramento, CA	95834
	7420 Greenhaven Drive	Sacramento, CA	95831
	5301 F Street	Sacramento, CA	95819
	1020 - 29th Street	Sacramento, CA	95816
	1201 Alhambra Boulevard	Sacramento, CA	95816
	2800 L Street	Sacramento, CA	95816
	2801 K Street	Sacramento, CA	95816
Solano	2450 Martin Road	Fairfield, CA	94533
	2700 Low Court	Fairfield, CA	94534
	690 Main Street	Rio Vista, CA	94571
	770 Mason Street	Vacaville, CA	95688
	100 Hospital Drive, 2nd Floor	Vallejo, CA	94589
Sutter	400, 440, 444 Plumas Boulevard	Yuba City, CA	95991
	455 Plumas Boulevard	Yuba City, CA	95991
	460, 470 & 480 Plumas Boulevard	Yuba City, CA	95991
	1590 Poole Avenue	Yuba City, CA	95993
	969 Plumas Street	Yuba City, CA	95991
	550 B Street	Yuba City, CA	95991
	350 Del Norte Ave.	Yuba City, CA	95991
	16911 Willow Glen Road	Brownsville, CA	95919
Yolo	1801 Hanover Drive	Davis, CA	95616
	1340 Lake Boulevard	Davis, CA	95616
	1970 Lake Boulevard	Davis, CA	95616
	2000 Sutter Place	Davis, CA	95616
	2020 Sutter Place	Davis, CA	95616
	2030 Sutter Place	Davis, CA	95616
	2068 John Jones Road	Davis, CA	95616
	635 Anderson Road	Davis, CA	95616
	125 North Lincoln	Dixon, CA	95620
	111 East Grant	Winters, CA	95694
	475 Pioneer Avenue	Woodland, CA	95776

Exhibit B

BACKGROUND CHECKS AND HEALTH SCREENING PROCESS

Proof of the health screen and an attestation of the satisfactory completion of the background checks shall be provided to the SHSSR Workforce Development Manager, electronically or via facsimile, no less than **thirty (30) days** prior to student placement.

A. Background Checks Requirements

COLLEGE shall provide proof of a lawful background check for each student and instructor by attestation as demonstrated in EXHIBIT C. The background check shall be conducted no more than **ninety (90) days** prior to clinical experience commencement and reported to SUTTER at least **thirty (30) days** prior to the start of the planned clinical experience. As long as a student remains continuously enrolled in the academic program, the background check for such student is only required upon program initiation. SUTTER is not financially responsible for the background check. The background check shall include at a minimum: a controlled substance screen in accordance with SUTTER policy; a social security number trace (used to identify additional names and or locations of residence); a county criminal background search in each county where the student/instructor has resided in the seven (7) years prior to the clinical experience; a national registry search of violent sexual offenders and predators; and a sanction search of the Department of Health and Human Services, Office of Inspector General and General Services Administration, and the California Department of Health Care Services, for listing as debarred, excluded or otherwise ineligible for federal or state program participation (<http://oig.hhs.gov/fraud/exclusions.html>; <https://www.epls.gov/>; <http://www.medi-cal.ca.gov/references.asp>). All searches outlined above shall include a search of any additional names utilized by the student (ex: other first or last names).

SUTTER reserves the right to request actual background check documents for each student and instructor. COLLEGE must provide requested documentation within two (2) hours of the request for current students. For past students, the COLLEGE must provide requested documentation within ten (10) business days. COLLEGE shall retain the student records a minimum of five years.

B. Background Check Vendor

COLLEGE may use a background screening company of their choosing but said company must adhere to standards established by the National Association of Professional Background Screeners. SUTTER recommends the following preferred vendor:

Corporate Screening: www.CorporateScreening.com / www.VerifyStudents.com

C. For students currently employed by Sutter Health Sacramento Sierra Region

SUTTER employees who are also students are not considered employees of SUTTER while acting in their roles as students, per Section S (Status of Students and Instructors) of the Agreement. The following requirements apply to such employees in their student roles:

- Student ID name badges must be worn in place of employee badges
- HIPAA and confidentiality forms will be signed

- Drug screens and background checks may be waived if the following conditions are met:
 - Employee is in active status with no outstanding disciplinary actions
- Current Employee Health clearance may be used to demonstrate meeting the requirement.
- Workers compensation is not offered for employees functioning in a student role.
- Students will not perform employment duties while functioning as a student; employees will not perform student duties while functioning as an employee.

D. Health Screening Process. The following health screening requirements apply to both students and instructors of COLLEGE:

Demonstrate the absence of tuberculosis (Annually)

- Initial two-step process; single thereafter
- Individual with a documented PPD response must undergo a chest x-ray
- The local medical examiner may accept a document negative chest x-ray received within the past 12 months with a current negative symptomatology survey or as required by the authorized Public Health Agency

Demonstrate immunity to (serological testing or proof of adequate vaccination or current immunization):

- Rubella
- Rubeola
- Mumps
- Varicella zoster
- Diphtheria, Tetanus, and Pertussis (Tdap)
- Hepatitis B status screening (can be declined)
- Influenza (proof of shot or declination required between October and April)

Demonstrate the absence of controlled substances:

- Cocaine
- Barbiturates
- Amphetamines
- Cannabinoids
- Opiates
- Benzodiazepines
- Phencyclidine

Balance of page intentionally left blank

EXHIBIT C

Sample Letter of Attestation

VIA FACSIMILE TO: 916.924.7650 or
VIA EMAIL TO: EducationContracts@sutterhealth.org

Date

Anette Smith-Dohring
Manager, Workforce Development
Sutter Health Sacramento Sierra Region
2700 Gateway Oaks Drive, Suite 1100
Sacramento, CA 95833

Dear Ms. Smith-Dohring:

Please accept this letter as COLLEGE's attestation that the students scheduled to begin a clinical/non-clinical experience with SUTTER MEDICAL FOUNDATION ("SMF"), a California nonprofit public benefit corporation, SUTTER HEALTH SACRAMENTO SIERRA REGION ("SHSSR"), a California nonprofit public benefit corporation doing business as Sutter Amador Hospital, Sutter Auburn Faith Hospital, Sutter Center for Psychiatry, Sutter Davis Hospital, Sutter Medical Center, Sacramento, Sutter Roseville Medical Center and Sutter Solano Medical Center (SMF and SHSSR are hereafter together referred to as "SUTTER") on DATE have successfully completed the background, drug, health screening and orientation requirements as outlined in the "Agreement for Furnishing Clinical Experiences and the Use of Clinical Facilities."

Please note that SUTTER will be contacted under separate cover regarding any students that do not meet the background, drug and/or health screening requirements as outlined in the aforementioned agreement. COLLEGE agrees to provide proof of documentation for the aforementioned screens within two (2) hours of a request from SUTTER.

Sincerely,

Program Director
COLLEGE Information

Exhibit D

STUDENT CONFIDENTIALITY STATEMENT

As part of my affiliation with Sutter Health, I may have access to information which is confidential and may not be disclosed except as permitted or required by law and by Sutter Health policies and procedures. This information includes but is not limited to, patient records, personnel data, and business operations data. I understand that I am committed to protect and safeguard from disclosure, all confidential information regardless of the type of media on which it is stored (e.g. paper, micro-fiche, voice tape, computer system). I agree that I will not release any confidential information from any record or information system to any unauthorized person.

I understand that:

- I am obligated to hold confidential information in the strictest confidence and not to disclose the information to any person or in any manner, which is inconsistent with applicable law or the policies and procedures of Sutter Health.
- I acknowledge that I may not review any confidential records of a friend, relative, staff member, volunteer or any other person unless I am required to do so as part of my assigned duties. I will not discuss or allow to be displayed confidential information of any type in the proximity of any individual who does not have the right to know. This includes conversations in public places, allowing computer screens to be inappropriately visible and leaving printed material where it may be openly viewed.
- All information obtained from Sutter Health systems remains the property of Sutter Health regardless of physical location or method of storage unless otherwise specified by Sutter Health in writing.
- If I believe that information confidentiality or security may be compromised in any way, either through the possible disclosure of sign-on information or the direct unauthorized access of information, either intentional or accidental, I shall contact my direct supervisor and the Sutter Health Compliance Department.
- I understand that my privileges are subject to periodic review, revision, and if appropriate, renewal. I understand that all access to Sutter Health systems is subject to monitoring and review as deemed appropriate by Sutter Health
- My confidentiality obligation continues indefinitely, including after my association with Sutter Health has ended.



Access, attempted access, or release of information without the right and need to know for successful completion of my academic program will be considered a breach of confidentiality. I understand that if I disregard the confidentiality of information I have access to, I may be committing an illegal and/or unprofessional act for which I may be held criminally liable. This may be grounds for immediate disciplinary action up to and including revocation of privileges, and/or legal action.

My signature below acknowledges that I agree to abide by the terms of this agreement.

Printed Name: _____ Date: _____

Signature: _____

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have executed this Extension on the dates set forth below, to be effective as of the Effective Date.

SUTTER
Sutter Medical Foundation and
Sutter Health Sacramento Sierra Region

Solano Community College

By: _____
Anette Smith-Dohring
Workforce Development Manager

By: _____
Celia Esposito-Noy, Ed.D.
Superintendent/President

Date: _____

Date: _____

ATTACHMENT A

AGREEMENT

[Attached]

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

TO: **Members of the Governing Board**

SUBJECT: **RESOLUTION TO APPROVE APPOINTMENT TO
CITIZENS' BOND OVERSIGHT COMMITTEE (CBOC),
RESOLUTION NO. 15/16-29**

REQUESTED ACTION:

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

SUMMARY:

Board approval is requested for Resolution No. 15/16-29, to appoint one student to fill the vacancy on the Citizens' Bond Oversight Committee (CBOC).

Proposition 39 mandates the existence, purpose, duties, membership, and meeting standards of the Oversight Committee, which are contained in its adopted Bylaws.

The Board CBOC Subcommittee comprised of Trustees Thurston, Young and Martin, reviewed an application submitted by an interested student. After consideration of the candidate's qualifications, the Board Subcommittee recommends the appointment of Elisha Blue, a currently enrolled student who serves as the vice president for the Associated Students of Solano College.

STUDENT SUCCESS IMPACT:

- Help our students achieve their educational, professional and personal goals
- Basic skills education
- Workforce development and training
- Transfer-level education
- Other: Not Applicable

<i>Ed. Code:</i> 15278	<i>Board Policy:</i> 3390	<i>Estimated Fiscal Impact:</i> \$0
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SUPERINTENDENT'S RECOMMENDATION: **APPROVAL** **DISAPPROVAL**
 NOT REQUIRED **TABLE**

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

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 864-7112

TELEPHONE NUMBER

N/A

VICE PRESIDENT APPROVAL

March 25, 2016

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

March 25, 2016

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**RESOLUTION TO APPOINT MEMBER TO THE
CITIZENS' BOND OVERSIGHT COMMITTEE**

RESOLUTION NO. 15/16-29

WHEREAS, As mandated by Proposition 39 and pursuant to Education Code Section 15278, the Solano Community College District Governing Board approved Resolution No. 14/15-29 at its April 6, 2016 meeting establishing the Citizens' Bond Oversight Committee (CBOC) and approval of its Bylaws;

WHEREAS, The CBOC Bylaws contains the purpose, duties, meeting and reporting requirements, and membership and term conditions of the committee;

WHEREAS, Individuals submitted an application and a Subcommittee of the Governing Board reviewed and considered their qualifications; now therefore be it

RESOLVED, In accordance with the Bylaws, the Governing Board will make the appointment based on the recommendations from the Board Subcommittee.

PASSED AND ADOPTED, This 6th day of April 2016, by the Governing Board of the Solano Community College District.

MICHAEL A. MARTIN, PRESIDENT

CELIA ESPOSITO-NOY, ED.D., SECRETARY

AYES:

NOES:

ABSENT:

ABSTAIN:

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: DISTRICT RECLASSIFICATION LEAD RESEARCH
ANALYST TO PRINCIPAL RESEARCH AND DATA
ANALYST

REQUESTED ACTION:

- Information OR Approval
 Consent OR Non-Consent

SUMMARY:

In accordance with Article 18 of the California School Employees Association (CSEA)/District Collective Bargaining Agreement, the District may request a reclassification based on significant changes in job duties and levels of responsibility. A reclassification review was conducted and a recommendation made to revise the Lead Research Analyst job description and title to reflect the changes of the position. The new title is revised to Principal Research and Data Analyst. The CSEA and District have reached agreement on salary placement to be changed from Range 17 to Range 20.

STUDENT SUCCESS IMPACT:

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

Ed. Code: 88001 and 88009 Board Policy: 4720 Estimated Fiscal Impact: \$3,494.56 This cost is salary changes only, does not reflect health and welfare costs

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Mary Jones
Human Resources

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7263

TELEPHONE NUMBER

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

VICE PRESIDENT APPROVAL

March 18, 2016

DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT

March 18, 2016

DATE APPROVED BY
SUPERINTENDENT-PRESIDENT

**SOLANO COMMUNITY COLLEGE DISTRICT
CLASS SPECIFICATION**

CLASS TITLE: Principal Research and Data Analyst

BASIC FUNCTION: Under the direction of the Dean of Research, Planning and Institutional Effectiveness, the Principal Research and Data Analyst performs high level statistical and technical analysis in support of Solano Community College's commitment to make data driven decisions in support of the mission of the College.

This position will perform a variety of technical and professional duties to support improvements to business intelligence strategy, data management, student, fiscal and HR research, integrated planning, outcomes assessment processes, program review, institutional effectiveness and government reporting. The Principal Research and Data Analyst develops methodologies for research projects, designs primary research tools to gather relevant data, analyzes results, produces reports and provides recommendations based on findings. The position also plays a key role in recommending business process flows that support decision making and reporting. The Principal Research and Data Analyst develops excellent working relationships and networks within the Office, the District, State, Government, and other relevant agencies. This position also provides leadership and support for work related to the College's mandated reporting requirements and grant applications.

DISTINGUISHING CHARACTERISTICS: An employee assigned to this class reports directly to the Dean of Research, Planning and Institutional Effectiveness.

REPRESENTATIVE DUTIES:

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

Analyze, synthesize and compile diverse reporting data and prepare reports on trend analysis including fiscal, student, demographic, payroll, financial aid and other requested reporting data. Uses the appropriate business intelligence analytic tools and databases to produce comprehensive studies, develop models, and generate reports that aggregate, analyze and explain data on a wide area of topics that impact the District.

Design and maintain integrated institutional data views or queries to support institutional research and external reporting in support of the College's mission. Perform trend analysis to predict future needs. Identify patterns, tendencies, and relationships of data.

Coordinate, generate, validate, and submit reports mandated by the State or Federal governments (e.g., MIS, IPEDS, ARCC, LaunchBoard), using specified guidelines. Lead and collaborate in supporting regulation changes pertaining to relevant state or federal government reporting projects. Provide ongoing reporting data in support of District grant applications and evaluations

Provide technical support to faculty, administrators and staff regarding research design, survey development, questionnaire design, focus group management and academic test

validation. Prepare the initial analysis of research results and draft reports of findings for the Dean's review and approval.

Compile and analyze data in support of HR and Fiscal projects maintaining data security and confidentiality.

Support the production of program review data as requested by faculty and Deans. Design and lead production of surveys, research databases and other software tools in support of program level improvements.

Collaborate with IT in implementation of new databases, providing end-user training as appropriate.

Assist in the evaluation, and implementation of analytic, reporting and/or Business Intelligence software. Using query languages collaborate with IT on the production of robust and accurate data reporting views that allow functional users and report writers to utilize enterprise level data in a meaningful and simple way.

Use data analysis, graphic design, programming knowledge and all appropriate design and statistical tools to present data in ways that are accurate, accessible, appealing, and innovative. Collaborate with IT in the creation and maintenance of web-based institutional effectiveness data dashboards to inform progress on enrollment data, budget, and student success.

Provide coordination of MIS mandated data that has impact on State funding for Student Success and Support Program (SSSP). Serve as liaison between IT, Student Services and Counseling departments to resolve Student Success report data discrepancies and collection. Research and recommend new tools to collect Student Success data for SSSP programs.

Respond appropriately to new state mandated or accreditation related initiatives that have any implications for data recording and/or reporting. Liaise with users impacted by data recording and reporting issues of new initiatives to ensure compliance.

Source, prepare and analyze external data such as High School performances data, census reports and labor market data that would be useful to the college in its decision making capacity.

Assist Banner users in articulating report requirements; translating user report requirements into technical specifications that ensure requirements are met; perform data analysis to ensure the accuracy of data as specified. Collaborate with IT in assisting users in input/extraction report procedures. Recommend procedures and processes for end user report data maintenance. Provide user training to users as appropriate. Review and

collaborate with IT programmers to make sure Banner report algorithms are kept current with the ERP upgrades or MIS mandated criteria. Collaborate in the continuous quality improvement process for accurate and consistent data in the ERP (including development of modifications to data standards; providing tools for data audits; data validation following ERP upgrades.)

Collaborate with Associate Dean of Admission & Records to analyze 320 apportionment data for the certification of apportionment attendance for the compliance in accordance with provisions of the Education Code and the Title 5 regulations.

Monitor the Full Time Equivalent Students (FTES) trend and generate historical and current enrollment trend analysis for enrollment strategy planning, facility master planning, budget planning, faculty hiring planning, and program planning.

Work with Deans and members of Enrollment Management Committee to tabulate and aggregate enrollment data, discuss implications and inform on consequences of FTES apportionment changes.

Develop and maintain indicators related to evaluating the effectiveness of the institution and its constituent areas. Ensure the indicators are relevant to the strategic goals and direction of the institution, seeking input from campus leadership on development. Maintain and regularly publish indicators ensuring that they are up to date and widely understood

Develop and maintain spreadsheets, data tables, graphs, and presentations using appropriate computer software (e.g., Word, Excel, Access, PowerPoint, Tableau, Crystal Reports, SPSS, Argos) according to the Dean's specifications that best fit the Business Intelligence Strategy.

Contribute to, and help maintain Research and Planning web and intranet pages

Perform quality control on data from the Business Intelligence platform including development of data modification standards, providing data audit and validation reports for functional users. Perform high-level technical support or resolution to correct Banner data input discrepancies.

Test, analyze and adapt to technological advancements in research software applications;

Attend meetings, as directed, and take notes, if needed.

Train, and direct student employees and temporary staff assigned to the Research and Planning Office.

Perform a variety of general office assignments, including but not limited to ; preparing letters, memoranda, and reports both independently and from oral and written instructions; maintaining office calendar; initiating purchase requisitions, obtaining vendor quotations for

specific items; maintaining purchase order file and ensuring accuracy of payments and account balances.

Secondary Functions:

Perform additional job-related duties, as assigned.

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

EDUCATION AND EXPERIENCE:

1. Baccalaureate degree in a specialization involving social science, higher education, social or educational research, psychology, statistics, mathematics, economics, business, computing or a related field AND
2. Two years of research experience that demonstrates the ability to conduct complex analyses
OR
3. Any combination of college preparation in the aforementioned areas and increasingly responsible employment, training, and experience that provides the required knowledge, skills, and abilities.

LANGUAGE SKILLS:

Ability to read, analyze, interpret, apply and explain statistical reports, policies and procedures.

Ability to write information for reports or publications that conform to prescribed style and format.

Ability to communicate effectively in both oral and written forms.

Ability to effectively present information orally to individuals and small groups and to respond to common inquiries.

MATHEMATICAL SKILLS:

Ability to select appropriate statistical measures.

Ability to use and interpret appropriate inferential statistics used in the analysis and reporting of research data.

REASONING ABILITY:

Ability to plan, organize, conduct and participate in analytical studies.

Ability to read, analyze and interpret policy and statistical reports.

Ability to interpret a variety of instructions furnished in written, oral, diagrammatic, or schedule formats.

Ability to interpret an extensive variety of technical instructions containing mathematical or diagrammatic forms.

Ability to define problems, collect data, establish facts, and draw valid conclusions.

CERTIFICATES, LICENSES, REGISTRATION:

None.

OTHER SKILLS AND ABILITIES:

Demonstrate knowledge of:

- Statistical procedures related to sampling, correlation analysis, regression analysis, and longitudinal analysis.

- Methods for designing survey instruments.

- Microsoft Windows operating system and Microsoft Office, including Word, Outlook, PowerPoint, Access, and Excel.

- Basic financial record-keeping practices and procedures.

Ability to:

- Develop multi-column and multi-level statistical tables.

- Format and manipulate text and spreadsheet data to develop accurate reports and data graphics.

- Perform database queries of varying difficulty using data-extraction programs (e.g., Access, Discoverer, Crystal Reports, Oracle).

- Transfer data files between different formats.

- Maintain departmental records.

- Analyze situations accurately and make responsible decisions without direct supervision.

- Gather information for the preparation of reports.

- Perform complex, technical, and clerical tasks which require focused attention on minute details for long periods of time.

- Work on multiple tasks and meet deadlines in a fast-paced environment.

- Establish and maintain cooperative working relationships with those contacted in the performance of required duties.

- Coordinate multiple projects and deadlines.

- Develop and edit correspondence and reports.

- Demonstrate sensitivity to, and ability to work with, diverse racial, ethnic, gender, disabled, and cultural populations.

- Maintain confidentiality of information and records.
- Perform assigned work with speed and accuracy.
- Observe health and safety rules and regulations.
- Meet schedules and timelines.
- Plan and organize time and work effectively.
- Work independently with minimum supervision.
- Work effectively with frequent interruptions.

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

While performing the duties outlined in this classification, employees in this classification are regularly required to stand and sit for long periods of time, walk short distances on a regular basis, use hands and fingers to operate an electronic keyboard or other office machines, reach with hands and arms, stoop or kneel or crouch to file, speak clearly and distinctly to answer telephones and to provide information; and hear and understand voices over telephone and in person. Employees in this classification must regularly lift, carry and/or move object weighing up to 10 pounds.

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

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

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

Board approved:

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

TO: **Members of the Governing Board**

SUBJECT: **AGREEMENT WITH ACCOUNTEMPs, A
ROBERT HALF COMPANY**

REQUESTED ACTION:

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

SUMMARY:

Board approval is requested to contract with Accountemps, a Robert Half Company. Accountemps specializes in providing accounting, financial, and administrative staffing solutions. A temporary “Accounts Payable Specialist” is required to backfill a position on leave of absence for up to a year. The agreement is through June 30, 2016, total contract amount not to exceed \$20,000.

A sample contract is attached.

STUDENT SUCCESS IMPACT:

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

<i>Ed. Code:</i> N/A	<i>Board Policy:</i> 3225	<i>Estimated Fiscal Impact:</i> \$20,000
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SUPERINTENDENT’S RECOMMENDATION: **APPROVAL** **DISAPPROVAL**
 NOT REQUIRED **TABLE**

Yulian Ligioso
Vice President, Finance & Administration

PRESENTER’S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 864-7209

TELEPHONE NUMBER

Yulian Ligioso

VICE PRESIDENT APPROVAL

March 18, 2016

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

March 18, 2016

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

Letter Date

Personal & Confidential

CONTACT NAME
COMPANY NAME
STREET ADDRESS 1
STREET ADDRESS 2 OR CITY, ST ZIP
CITY, ST ZIP OR SPACE IF NOT REQUIRED

Job Order Number: Job Order #

Dear Contact First Name,

Thank you for selecting Accountemps to meet your staffing needs. Candidate Name is scheduled to start with Company Name as a Functional Role on **Start Date**. As agreed, we will invoice your firm at the rate of **xx.xx** per hour. If applicable, overtime will be billed at 1.50 times such rate. Please find the enclosed General Conditions of Assignment and Terms of Payment for your review.

Our professional will submit either an electronic time record or a time sheet for verification and approval at the end of each week. Your approval thereby will indicate you have read and agree to the Accountemps General Conditions of Assignment and Terms of Payment.

Accountemps, a Robert Half Company, is the world's first and largest specialized financial temporary staffing firm for accounting and financial professionals. We provide professionals on a temporary, temporary-to-hire and salaried basis. We are a division of Robert Half International Inc., the world's leader in specialized consulting and staffing services since 1948.

Please do not hesitate to contact us if you have any questions or we can be of additional service. We look forward to working with you.

Sincerely,

Accountemps
Branch Address Line 1
Branch Address Line 2
Branch Address Line 3
(800) 803-8367

GENERAL CONDITIONS OF ASSIGNMENT

Thank you for your confidence in *Accountemps*. Our professional is assigned to you under the following General Conditions of Assignment and the enclosed Terms of Payment.

Scope of Background Inquiries	<p>We usually check references by asking specific questions to select past employers with regard to qualifications and work history. These types of checks are generally done the first time we place that individual on an assignment. We do not recheck references after this initial placement process has been completed. There are substantial legal restrictions on the use and communication of various types of personnel-related information. We have not screened for drug use, administered a medical exam, conducted a criminal background check, or engaged in any verification process other than these reference checks. You should conduct such additional or more recent reference inquiries of past employers or verify such other items as you deem appropriate for the position. If you would like to obtain further background information about the professional, we would be glad to refer you to third party agencies who have agreed to perform additional background checks for our clients at a competitive price. If you choose to directly employ one of our professionals, we are willing to provide you with the results of any reference checks that we have performed, to the extent permitted by law.</p>
Client's Responsibility	<p>Supervision of our professional's work is your responsibility. Our professional is only authorized to perform work within the scope of the assignment.</p> <p>Since <i>Accountemps</i> is not a professional accounting firm, it is expressly understood that our professionals are not authorized to render an opinion on behalf of <i>Accountemps</i> or on your behalf on financial statements, nor are our professionals authorized to sign the name of <i>Accountemps</i> on any document or to sign their own names on financial statements or tax returns.</p> <p>It is understood that you are responsible for implementing and maintaining usual, customary and appropriate internal accounting procedures and controls, internal controls and other appropriate procedures and controls (including information technology, proprietary information, creative designs and trade secret safeguards) for your company and we shall not be responsible for any losses, liabilities or claims arising from the lack of such controls or procedures.</p> <p>Under no circumstances will you permit our professional to sign, endorse, wire, transport or otherwise convey cash, securities, checks, or any negotiable instruments or valuables. It is understood that you have full responsibility for providing safe working conditions, as required by law, including ensuring that safety plans exist for and safety related training is provided to our professional working on your premises. If this assignment is for work to be performed under a government contract or subcontract, you will notify us immediately (1) of any obligations in the government contract or subcontract relating to wages, and (2) if we are legally required to initiate E-Verify verification procedures for our professional assigned to you.</p> <p>It is understood that we will not authorize our professional to operate machinery (other than office machines) or automotive equipment. It is agreed that you accept full responsibility for, and that we do not maintain insurance to cover any injury, damage, or loss that may result from your failure to comply with the foregoing.</p> <p>It is understood that you are responsible for reporting any claim to us in writing during or within ninety (90) days after the assignment. Under no circumstance will <i>Accountemps</i> be responsible for any claim related to work performed unless you have reported such claim in writing to us within ninety (90) days after termination of the assignment.</p>
Confidentiality	<p>Our professional will agree to execute any confidentiality agreement you may require. You are responsible for obtaining our professional's signature.</p> <p>You agree to hold in confidence the social security number and other legally protected personal information of our professional and to implement and maintain reasonable security procedures and practices to protect such information from unauthorized access, use, modification or disclosure.</p>
Employment Taxes and Withholdings	<p><i>Accountemps</i> will handle, to the extent applicable, any workers' compensation insurance, federal, state and local withholding taxes and unemployment taxes, as well as social security, state disability insurance or other payroll charges.</p>
Insurance	<p>In addition to workers' compensation insurance, we also maintain commercial liability insurance and employer's liability insurance.</p>
No Contrary Agreements	<p>These General Conditions of Assignment contain the complete and final agreement on the topics they address, and they supersede any prior agreements or understandings on these topics. Our professionals do not have authority either to verbally modify these General Conditions of Assignment or to assume additional responsibilities other than those set forth in these General Conditions of Assignment.</p>

Job Order: Job Order #

Date:

TERMS OF PAYMENT

Thank you for your confidence in *Accountemps*. Our professional for the assignment of Functional Role is Candidate Name. The assignment will start on . As verbally agreed or otherwise communicated, we will invoice your firm at the rate of per hour. Should you wish to use our professional for other assignments, please feel free to do so. The hourly billing rate may then change to reflect the experience necessary to complete the assignment. Call *Accountemps* for any changes in the assignment. We request a minimum thirty (30) days notice prior to ending any assignment.

Our professional is assigned to you under the following Terms of Payment:

Guarantee	<i>Accountemps</i> guarantees your satisfaction with our professional's services by extending to you a one-day (8 hours) guarantee period. If, for any reason, you are dissatisfied with the professional assigned to you, <i>Accountemps</i> will not charge for the first eight hours worked, provided that <i>Accountemps</i> replaces the individual assigned. Unless you contact us before the end of the first eight hours guarantee period, you agree that our professional assigned is satisfactory.
Time Sheet	Our professional will submit either an electronic time record or a time sheet for verification and approval at the end of each week. Your approval thereby indicates your acknowledgement of the General Conditions of Assignment and these Terms of Payment. Our compensation to our assigned professional is on a weekly basis, and you will be billed weekly for the total hours worked, including time spent completing, revising, and/or resubmitting a time sheet or electronic time record during business hours, and we ask that you respect those guidelines. Because <i>Accountemps</i> invoices reflect payroll we have already paid, our invoices are due upon receipt. Applicable sales and service taxes shall be added to these invoices. In the event that you fail to pay the invoice when due, you agree to pay all of our costs of collection, including reasonable attorneys' fees, whether or not legal action is initiated. Additionally, we may, at our option, charge interest on any overdue amounts at a rate of the lesser of 1 1/2% per month or the highest rate allowed by applicable law from the date the amount first became due.
Overtime	If applicable, overtime will be billed at 1.50 times the normal billing rate. Federal law defines overtime as hours in excess of 40 hours per week, state laws vary. If state law requires double time pay, the double time hours will be billed at 2.00 times the normal billing rate.
Hiring the Person Referred to You	<p>After you evaluate the performance and potential of our professional on the job, you may wish to employ this person directly. Our professionals represent our inventory of skilled employees and in the event you wish them converted to your employ or another employer to whom you refer them, you agree to pay a conversion fee. The conversion fee is payable if you hire our professional assigned to you, regardless of the employment classification, on either a full-time, temporary (including temporary assignments through another agency) or consulting basis within twelve months after the last day of the assignment. You also agree to pay a conversion fee if our professional assigned to you is hired by (i) a subsidiary or other related company or business as a result of your referral of our professional to that company or (ii) one of your customers as a result of our professional providing services to that customer.</p> <p>The conversion fee will equal 35% of the professional's aggregate annual compensation, including bonuses.</p> <p>The conversion fee will be owed and invoiced upon your hiring of our professional, and payment is due upon receipt of this invoice. The same calculation will be used if you convert our professional on a part-time basis using the full-time equivalent salary.</p>
General Conditions	<p><i>Accountemps</i> may increase our rates provided under the Terms of Payment to reflect increases in our own costs of doing business, including costs associated with higher wages for workers and/or related tax, benefit and other costs. We will provide written or verbal notice of the increase in our rates. Any increase in our rates will be prospective, starting as of the effective date <i>Accountemps</i> specifies.</p> <p>Our professional is also assigned to you under the General Conditions of Assignment, a copy of which has been provided. We reserve the right to re-assign our professional.</p>

Job Order: Job Order #

Date:

This Agreement is made July 30, 2015, by and between Continental Service Group, Inc., d/b/a **ConServe** (the "Agency") and **Solano Community College** with offices at 4000 Suisun Valley Road Bldg #600, San Bruno, CA 94585 (the "Client"). The Client and Agency hereby agree as follows:

1. GRANT; SCOPE. Client hereby grants Agency the right to provide debt recovery services and administrative services for and on behalf of Client. The Client shall refer to Agency its delinquent accounts receivable (hereinafter referred to as "account(s)") for the purpose of having the Agency attempt to collect the same, any of which accounts the Agency may accept or reject in its sole discretion. Client may direct Agency to perform certain administrative services to reflect Client's terms and conditions with its debtor in the delinquent account receivable. Such services may include data entry of account information into Agency's database, data entry of additional amounts such as interest, late fees or collection costs to the account, data entry of Client's adjustments to the account, and data entry to correct errors in information, and letter mailing services. Such services may be compensated separately and have terms and conditions in addition to the terms of this Agreement. Client also grants the Agency the authority and right to receive, endorse and deposit, as the Agency determines, any commercial paper made payable to Client or Agency or any other consideration received on any account referred to Agency. The Client agrees that the Agency may, with the Client's consent, contact or refer any account to an attorney for collection; provided, however, that the fees, costs and disbursements of any such attorney shall be borne and paid by the Client.

2. PROCEDURES. Agency shall use commercially reasonable efforts (*e.g.* telephone contacts, mail efforts, skip-tracing, credit bureau inquiries) to recover any accepted accounts referred to it hereunder. Agency shall use its own facilities and staff to provide the debt recovery services contemplated hereby. Client agrees to work with Agency, or direct its Agents, to place accounts electronically, using an electronic medium. Client shall, or direct its Agents, to reconcile its records of the delinquent accounts receivables with Agency every thirty (30) days. Such reconciliation is a comparison of Client's delinquent accounts receivables records, including account demographics, legal status, and payment activity, with the records of Agency.

3. AGENCY COMPENSATION GENERALLY. From the date Agency receives Client's placement, Client shall pay Agency compensation for its services as described in this paragraph. Agency shall be entitled to its compensation, regardless of the method in which the debtor's payment occurred. Agency shall be entitled to a rate of twenty percent (20%) of the total amount collected on all **primary** placements of Accounts. Agency shall be entitled to a rate of twenty-five percent (25%) of the total amount collected on all

secondary placements. If the Agency refers an Account to an attorney for further legal action, Agency shall be entitled to a rate of twenty-five percent (25%) of the total amount collected by such attorney. Agency shall be entitled to compensation on all amounts collected on Accounts, including any payments made directly to the Client. The Client shall give the Agency written notice of a direct payment no later than five (5) days after receipt of such payment and shall direct its agents to provide said direct payment notices to Agency. No term herein shall limit or condition whether Agency will be paid for its services, except for the terms in paragraphs 10 and 11. Any compensation for additional services provided by the Agency shall be provided at such rates as agreed to by the Agency and the Client. Agency Compensation covers Agency costs including but not limited to: salaries of all employees of Agency in all functions, telephone, letter, and mailing costs, costs for reporting delinquent accounts receivables to credit repositories, costs for purchase of credit bureau reports and consumer information, costs associated with computer operations and the maintenance of records; insurance premiums, bank charges, and costs charged by state agencies.

4. REMITTANCE OF COLLECTIONS AND AGENCY COMPENSATION INVOICES. By the fifteenth (15th) day of each month, in arrears, the Agency shall remit to the Client the net amount collected by Agency on all Accounts, including a detailed report by Account of payment activity. Client shall remit to Agency, within fourteen (14) days of receipt of Agency's report, all Agency compensation, attorney's fees and attorney's costs due Agency as indicated in such report. Invoices not paid within thirty (30) days shall be assessed a finance charge of two percent (2%) per month on the outstanding balance. Client shall pay all costs and expenses paid or incurred by Agency in enforcing this agreement, namely collecting its compensation from Client under this Agreement, including, but not limited to, attorneys' fees, Agency collection costs, and court costs.

5. ACCURACY OF INFORMATION. Client shall agree to follow federal and state consumer protection laws governing the accuracy of account information, assessment of amounts in excess of principal and communicating the accurate legal status of an account. Specifically, Client represents and warrants that any and all information concerning Accounts provided to Agency shall be accurate, complete and error free and shall include information regarding all instances in which Accounts have been disputed, in which the debtor has made a cease and desist collection directive, in which the debtor is attorney represented, and in which the debtor is bankrupt. Client shall not refer any Accounts that do not represent a valid, legal receivable. Client's records shall match Agency's records at all times. Client shall promptly notify Agency of any inaccuracies or errors in any information provided to the Agency.

6. ACCOUNT BALANCE INFORMATION. Any additions to the principal amount of the delinquent account receivable are done solely at the discretion of the Client, in accordance with paragraph 7 of this Agreement. Client represents and warrants that should it decide to add collection costs, interest or other charges to the account balance, that it has reviewed its agreements with its customers, sought the advice of an Attorney as to the terms of the Client's agreements with its customers, and state and federal law related to the assessment of additional costs or interest. Should Client decide to add collection costs, interest or other charges to its accounts prior to placement with Agency, Client shall provide at the time of placement an itemization of principal, each addition, interest rates and dates, and any other information necessary to accurately communicate the amount of the delinquent account receivable to the debtor. Client will update its account receivable records to reflect such additional amounts. Client will immediately advise Agency of any changes to the accounts in writing. Client understands that the assessment to a consumer of the additional amounts discussed in this paragraph without a written agreement to do so is prohibited in some states. Client shall indemnify and hold Agency harmless for any damages Agency incurs as a result of Client's decision and instruction to collect from consumers any of the additional amounts discussed in this paragraph.

7. COLLECTION COSTS. Based on the parties' understandings, collection costs are the amount of costs charged by the Client to the debtor for the collection of the debtor's account. The Client determines the amount of this cost. Client, upon review of its records and agreements with its debtors, directs Agency to reflect said amounts in the account provided by Client in the following manner:

SELECTION AND AUTHORIZATION: Client, please make selections considering loan/fund type and initial.

- No collection costs are to be assessed to accounts.
- A fixed amount for collection costs are to be assessed to accounts: \$ _____.
(e.g., a fixed \$250.00 per account referred)
- A fixed percentage rate for collection costs are to be assessed to accounts: ____%
(e.g., a fixed 30% of the principal and interest referred)
- Inverse complement method for assessing collection costs to accounts.
(e.g., account amount x (1 ÷ 1 - commission rate))
- Other: (please specify)

8. CREDIT REPORTING. Agency shall provide information on Accounts to credit repositories unless expressly directed not to do so by Client. In either case, Client

shall promptly notify Agency of any and all instances in which Accounts have been disputed, in which the debtor has made a cease and desist collection directive, in which the debtor is attorney represented, in which the debtor is bankrupt, and on which the debtor has made full or partial payment. Client agrees to provide Agency with the original date of delinquency on each Account placed. Client agrees to hold Agency harmless for any information provided to Agency which results in Agency providing inaccurate or false account information to credit repositories.

9. INDEMNIFICATION. Each party (the "Liable Party") agrees to indemnify, defend and hold harmless and pay all judgments and claims against the other party ("Non-Liable Party") for all liabilities arising out of claims against the Non-Liable Party relating any liability or damage to a third person incurred by reason of any act, omission or any breach of any provision of this Agreement by the Liable Party in connection with this Agreement, including reasonable attorneys' fees incurred by the Non-Liable Party. Such actions shall include but not be limited to violations of any laws and/or regulations which govern the collections of delinquent accounts, credit reporting and accuracy of information. With respect to any circumstance under which either party might be responsible for indemnity under this Agreement, the Non-Liable Party shall consult with the Liable Party to give the Liable Party the opportunity to resolve any claim with third parties which might result in such indemnification. The Non-Liable Party shall not settle any claim without the Liable Party's prior written consent, which shall not be unreasonably withheld. Provided further, however, that as to any actions by third parties constituting the subject of the indemnification under this Section, the Liable Party, at its option, shall assume and control the defense and settlement of each such action, including employment of counsel and payment of all expenses. The Non-Liable Party shall give the Liable Party written notice of any request for indemnification promptly after learning any fact or circumstance which might reasonably result in such a request and provide the Liable Party with a reasonable opportunity to defend against the underlying claim or settle or otherwise dispose of the claim and cooperate with Liable Party in the defense or other disposition of such claim.

10. TERM. The term of this Agreement shall be for three (3) years commencing on the date hereof, and shall automatically renew for additional three (3) year Terms unless either party hereto provides written notification of non-renewal to the other party no later than thirty days prior to any automatic renewal.

11. TERMINATION. This Agreement may be terminated by either party, during the initial Term and any renewal Term, for the following reasons: (a) upon the material breach of this Agreement which breach is not cured within ten (10) days after receiving written notice from the other of the such breach; (b) the other party's bankruptcy, insolvency,

assignment of assets for the benefit of creditors. In the event a party feels it has need for termination, it shall notify the other party in writing stating the reasons for its desire to terminate this agreement. No termination of this Agreement relieves Client or Agency from their obligations, which have accrued prior to the effective date of termination, or by their nature are intended to survive the termination of this agreement. In the event of such termination or expiration of this agreement Client agrees to allow agency to continue collection activity on all Accounts which are in repayment or have documented payment arrangements. As a result Agency shall be entitled to compensation as aforementioned.

12. INSURANCE. Agency shall, during the term of this Agreement, maintain in effect: an Error and Omissions Liability Policy with coverage in an amount of \$1,000,000 per occurrence, a Blanket Crime Bond (Employee Fidelity Policy) with coverage in the amount of \$1,500,000, and General Commercial Liability and Workers Compensation coverage in such amounts determined by the Agency. Agency shall provide Client with certificates of insurance upon request.

13. GOVERNING LAW. This Agreement shall be governed by and construed in accordance by the laws of the State of New York, without reference to conflicts of law principles. In the event that any legal proceedings are commenced with respect to any matter arising under this Agreement, the parties specifically consent and agree that the courts of the State of New York and/or the Federal Courts located in the State of New York will have exclusive jurisdiction over each of the parties and over the subject matter of any such proceedings, and that the venue of any such action will be in Monroe County, New York and/or the U.S. District Court for the Western District of New York.

14. NOTICES. Any notice required or permitted hereunder shall be in writing and shall be deemed to have been duly given (i) upon hand delivery, (ii) on the third day following delivery to the U.S. Postal Service as certified mail, return receipt requested and postage prepaid, (iii) on the first day following delivery to a recognized overnight courier service, fee prepaid and return receipt or other confirmation of delivery requested, (iv) upon confirmation of receipt by the party to receive such notice, of a fax sent to the fax number of such party, or (v) upon confirmation of receipt by the party to receive such notice, of an e-mail sent to the e-mail address of such party. Any such notice shall be delivered or sent to a party at its address, fax number or e-mail address as set forth beneath its signature on this Agreement, or to such other address or fax number as may be designated by a party in a notice given to the other from time to time in accordance with the terms of this paragraph.

15. OTHER. This is the entire Agreement between the parties, including any attached addenda with respect to its subject matter, and any previous or contemporaneous understanding is merged herein. Captions are included for convenience only and have no substantive significance.

16. SURVIVAL. The provisions of sections 3, 4, 6, 7, 8, 9, 11, 13, and 14 of this Agreement shall survive termination or expiration of this Agreement.

17. EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT. ConServe is an Equal Opportunity Employer committed to preventing discrimination against any employee or applicant for employment because of race, color, religion, national origin, gender, age, disability, veteran’s status, sexual orientation or gender identity (or sexual orientation and marital status under state law), is in compliance with Executive Order 11246, the Rehabilitation Act of 1973, and the Vietnam-Era Veteran’s Readjustment Act of 1974, and state, and local law.

18. Any modifications must be agreed to in writing by both parties.

19. RELATIONSHIP OF PARTIES. Nothing herein contained or done pursuant to this Agreement shall constitute Agency, its agents or employees a partner, joint venturer, or employee of the Client.

IN WITNESS WHEREOF, the parties hereto, by their authorized representatives, have executed this agreement on the day and year first written above.

**CONTINENTAL SERVICE GROUP, INC. D/B/A
CONSERVE**

By: _____
Pamela Baird, Secretary

Address for Notices:
ConServe
P.O. Box 7
Fairport, New York 14450
Attn: General Counsel

SOLANO COMMUNITY COLLEGE

By: _____
Patrick Killingsworth, Director, Fiscal Services

Address for Notices:
Solano Community College
4000 Suisun Valley Road Bldg #600
San Bruno, CA 94585
Attention: Patrick Killingsworth, Director, Fiscal Services

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

TO: Members of the Governing Board

SUBJECT: CONTRACT AWARD TO UNDERGROUNDGIS, INC. FOR PROFESSIONAL SERVICES FOR UNDERGROUND UTILITY DATA MANAGEMENT FOR MEASURE Q PROGRAM

REQUESTED ACTION:

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

SUMMARY:

Board approval is requested for the award of a professional services agreement to UndergroundGIS, Inc. for underground utility mapping and data management services for the Measure Q program. UndergroundGIS, Inc. provides digital mapping services for underground utilities. The scope of work includes upgrades to the database as needed to provide Measure Q project designers, staff and consultants continued online access to the Solano Community College underground utility data on the InSite system, technical support, and a limited level of data updates for changes in underground utilities resulting from the Measure Q projects.

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: Repair and update instructional space and equipment to meet DSA standards.

<i>Ed. Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact: \$45,000 Measure Q Funds</i>
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SUPERINTENDENT'S RECOMMENDATION: **APPROVAL** **DISAPPROVAL**
 NOT REQUIRED **TABLE**

Yulian Ligioso
 Vice President, Finance & Administration

PRESENTER'S NAME

4000 Suisun Valley Road
 Fairfield, CA 94534

ADDRESS

(707) 864-7209

TELEPHONE NUMBER

Yulian Ligioso
 Vice President, Finance & Administration

VICE PRESIDENT APPROVAL

March 18, 2016

**DATE SUBMITTED TO
 SUPERINTENDENT-PRESIDENT**

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

March 18, 2016

**DATE APPROVED BY
 SUPERINTENDENT-PRESIDENT**

AGENDA ITEM 12.(d)
MEETING DATE April 6, 2016

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AWARD TO UNDERGROUNDGIS, INC. FOR
PROFESSIONAL SERVICES FOR UNDERGROUND
UTILITY DATA MANAGEMENT FOR MEASURE Q
PROGRAM**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

Since this is a management services for an existing database developed by UndergroundGIS, there are no other providers.

The Board is asked to approve a three year contract to UndergroundGIS, Inc. in the amount of \$45,000.00.

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

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

TO: Members of the Governing Board

**SUBJECT: CONTINENTAL SERVICE GROUP, INC. D/B/A
CONSERVE CONTRACT TO PROVIDE DEBT
RECOVERY AND ADMINISTRATIVE SERVICES ON
DELINQUENT STUDENT RECEIVABLES**

REQUESTED ACTION:

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

SUMMARY:

The California Community College Chancellor’s Office requires districts to collect on outstanding student receivables as part of the apportionment funding process and over the last three years such student accounts receivables have risen an average of 14% a year from \$3.5 million to near \$5.2 million. Internal collection efforts, due to limited staff resources, are not able to keep pace with the continuing rising student accounts receivables.

This debt recovery item was originally brought to the Board on December 16, 2015. After further research and discussions, Board approval is now requested to contract with Continental Service Group, Inc. D/B/A ConServe to provide student accounts receivable management services including debt recovery and management of payment plan arrangement to facilitate resolution of 2 ½ year and older outstanding balances.

CONTINUED ON NEXT PAGE

STUDENT SUCCESS IMPACT:

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

<i>Ed. Code: N/A</i>	<i>Board Policy: 3225</i>	<i>Estimated Fiscal Impact:</i>
SUPERINTENDENT’S RECOMMENDATION:	<input checked="" type="checkbox"/> APPROVAL	<input type="checkbox"/> DISAPPROVAL
	<input type="checkbox"/> NOT REQUIRED	<input type="checkbox"/> TABLE
<hr/> Yulian Ligioso Vice President, Finance & Administration <hr/> PRESENTER’S NAME 4000 Suisun Valley Road Fairfield, CA 94534 <hr/> ADDRESS (707) 864-7209 <hr/> TELEPHONE NUMBER Yulian Ligioso Vice President, Finance & Administration <hr/> VICE PRESIDENT APPROVAL March 18, 2016 <hr/> DATE SUBMITTED TO SUPERINTENDENT-PRESIDENT	<hr/> Celia Esposito-Noy, Ed.D. Superintendent-President <hr/> March 18, 2016 <hr/> DATE APPROVED BY SUPERINTENDENT-PRESIDENT	

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

TO: Members of the Governing Board

**SUBJECT: CONTINENTAL SERVICE GROUP, INC. D/B/A
CONSERVE CONTRACT TO PROVIDE DEBT
RECOVERY AND ADMINISTRATIVE SERVICES ON
DELINQUENT STUDENT RECEIVABLES**

SUMMARY:

CONTINUED FROM PREVIOUS PAGE

The initial placement comprises of approximately 2,000 student receivable accounts, is near \$400,000 in value, and consists of balances between 2 ½ to 3 ½ years old. Fees to ConServe are contingent upon actual collections and are estimated at \$27,000 on the initial placement.

The firm's collection efforts will be monitored and evaluated for efficacy of the program.

Staff will be present to answer questions.

This Agreement is made July 30, 2015, by and between Continental Service Group, Inc., d/b/a **ConServe** (the "Agency") and **Solano Community College** with offices at 4000 Suisun Valley Road Bldg #600, San Bruno, CA 94585 (the "Client"). The Client and Agency hereby agree as follows:

1. GRANT; SCOPE. Client hereby grants Agency the right to provide debt recovery services and administrative services for and on behalf of Client. The Client shall refer to Agency its delinquent accounts receivable (hereinafter referred to as "account(s)") for the purpose of having the Agency attempt to collect the same, any of which accounts the Agency may accept or reject in its sole discretion. Client may direct Agency to perform certain administrative services to reflect Client's terms and conditions with its debtor in the delinquent account receivable. Such services may include data entry of account information into Agency's database, data entry of additional amounts such as interest, late fees or collection costs to the account, data entry of Client's adjustments to the account, and data entry to correct errors in information, and letter mailing services. Such services may be compensated separately and have terms and conditions in addition to the terms of this Agreement. Client also grants the Agency the authority and right to receive, endorse and deposit, as the Agency determines, any commercial paper made payable to Client or Agency or any other consideration received on any account referred to Agency. The Client agrees that the Agency may, with the Client's consent, contact or refer any account to an attorney for collection; provided, however, that the fees, costs and disbursements of any such attorney shall be borne and paid by the Client.

2. PROCEDURES. Agency shall use commercially reasonable efforts (*e.g.* telephone contacts, mail efforts, skip-tracing, credit bureau inquiries) to recover any accepted accounts referred to it hereunder. Agency shall use its own facilities and staff to provide the debt recovery services contemplated hereby. Client agrees to work with Agency, or direct its Agents, to place accounts electronically, using an electronic medium. Client shall, or direct its Agents, to reconcile its records of the delinquent accounts receivables with Agency every thirty (30) days. Such reconciliation is a comparison of Client's delinquent accounts receivables records, including account demographics, legal status, and payment activity, with the records of Agency.

3. AGENCY COMPENSATION GENERALLY. From the date Agency receives Client's placement, Client shall pay Agency compensation for its services as described in this paragraph. Agency shall be entitled to its compensation, regardless of the method in which the debtor's payment occurred. Agency shall be entitled to a rate of twenty percent (20%) of the total amount collected on all **primary** placements of Accounts. Agency shall be entitled to a rate of twenty-five percent (25%) of the total amount collected on all

secondary placements. If the Agency refers an Account to an attorney for further legal action, Agency shall be entitled to a rate of twenty-five percent (25%) of the total amount collected by such attorney. Agency shall be entitled to compensation on all amounts collected on Accounts, including any payments made directly to the Client. The Client shall give the Agency written notice of a direct payment no later than five (5) days after receipt of such payment and shall direct its agents to provide said direct payment notices to Agency. No term herein shall limit or condition whether Agency will be paid for its services, except for the terms in paragraphs 10 and 11. Any compensation for additional services provided by the Agency shall be provided at such rates as agreed to by the Agency and the Client. Agency Compensation covers Agency costs including but not limited to: salaries of all employees of Agency in all functions, telephone, letter, and mailing costs, costs for reporting delinquent accounts receivables to credit repositories, costs for purchase of credit bureau reports and consumer information, costs associated with computer operations and the maintenance of records; insurance premiums, bank charges, and costs charged by state agencies.

4. REMITTANCE OF COLLECTIONS AND AGENCY COMPENSATION INVOICES. By the fifteenth (15th) day of each month, in arrears, the Agency shall remit to the Client the net amount collected by Agency on all Accounts, including a detailed report by Account of payment activity. Client shall remit to Agency, within fourteen (14) days of receipt of Agency's report, all Agency compensation, attorney's fees and attorney's costs due Agency as indicated in such report. Invoices not paid within thirty (30) days shall be assessed a finance charge of two percent (2%) per month on the outstanding balance. Client shall pay all costs and expenses paid or incurred by Agency in enforcing this agreement, namely collecting its compensation from Client under this Agreement, including, but not limited to, attorneys' fees, Agency collection costs, and court costs.

5. ACCURACY OF INFORMATION. Client shall agree to follow federal and state consumer protection laws governing the accuracy of account information, assessment of amounts in excess of principal and communicating the accurate legal status of an account. Specifically, Client represents and warrants that any and all information concerning Accounts provided to Agency shall be accurate, complete and error free and shall include information regarding all instances in which Accounts have been disputed, in which the debtor has made a cease and desist collection directive, in which the debtor is attorney represented, and in which the debtor is bankrupt. Client shall not refer any Accounts that do not represent a valid, legal receivable. Client's records shall match Agency's records at all times. Client shall promptly notify Agency of any inaccuracies or errors in any information provided to the Agency.

6. ACCOUNT BALANCE INFORMATION. Any additions to the principal amount of the delinquent account receivable are done solely at the discretion of the Client, in accordance with paragraph 7 of this Agreement. Client represents and warrants that should it decide to add collection costs, interest or other charges to the account balance, that it has reviewed its agreements with its customers, sought the advice of an Attorney as to the terms of the Client's agreements with its customers, and state and federal law related to the assessment of additional costs or interest. Should Client decide to add collection costs, interest or other charges to its accounts prior to placement with Agency, Client shall provide at the time of placement an itemization of principal, each addition, interest rates and dates, and any other information necessary to accurately communicate the amount of the delinquent account receivable to the debtor. Client will update its account receivable records to reflect such additional amounts. Client will immediately advise Agency of any changes to the accounts in writing. Client understands that the assessment to a consumer of the additional amounts discussed in this paragraph without a written agreement to do so is prohibited in some states. Client shall indemnify and hold Agency harmless for any damages Agency incurs as a result of Client's decision and instruction to collect from consumers any of the additional amounts discussed in this paragraph.

7. COLLECTION COSTS. Based on the parties' understandings, collection costs are the amount of costs charged by the Client to the debtor for the collection of the debtor's account. The Client determines the amount of this cost. Client, upon review of its records and agreements with its debtors, directs Agency to reflect said amounts in the account provided by Client in the following manner:

SELECTION AND AUTHORIZATION: Client, please make selections considering loan/fund type and initial.

- No collection costs are to be assessed to accounts.
- A fixed amount for collection costs are to be assessed to accounts: \$ _____.
(e.g., a fixed \$250.00 per account referred)
- A fixed percentage rate for collection costs are to be assessed to accounts: ____%
(e.g., a fixed 30% of the principal and interest referred)
- Inverse complement method for assessing collection costs to accounts.
(e.g., account amount x (1 ÷ 1 - commission rate))
- Other: (please specify)

8. CREDIT REPORTING. Agency shall provide information on Accounts to credit repositories unless expressly directed not to do so by Client. In either case, Client

shall promptly notify Agency of any and all instances in which Accounts have been disputed, in which the debtor has made a cease and desist collection directive, in which the debtor is attorney represented, in which the debtor is bankrupt, and on which the debtor has made full or partial payment. Client agrees to provide Agency with the original date of delinquency on each Account placed. Client agrees to hold Agency harmless for any information provided to Agency which results in Agency providing inaccurate or false account information to credit repositories.

9. INDEMNIFICATION. Each party (the "Liable Party") agrees to indemnify, defend and hold harmless and pay all judgments and claims against the other party ("Non-Liable Party") for all liabilities arising out of claims against the Non-Liable Party relating any liability or damage to a third person incurred by reason of any act, omission or any breach of any provision of this Agreement by the Liable Party in connection with this Agreement, including reasonable attorneys' fees incurred by the Non-Liable Party. Such actions shall include but not be limited to violations of any laws and/or regulations which govern the collections of delinquent accounts, credit reporting and accuracy of information. With respect to any circumstance under which either party might be responsible for indemnity under this Agreement, the Non-Liable Party shall consult with the Liable Party to give the Liable Party the opportunity to resolve any claim with third parties which might result in such indemnification. The Non-Liable Party shall not settle any claim without the Liable Party's prior written consent, which shall not be unreasonably withheld. Provided further, however, that as to any actions by third parties constituting the subject of the indemnification under this Section, the Liable Party, at its option, shall assume and control the defense and settlement of each such action, including employment of counsel and payment of all expenses. The Non-Liable Party shall give the Liable Party written notice of any request for indemnification promptly after learning any fact or circumstance which might reasonably result in such a request and provide the Liable Party with a reasonable opportunity to defend against the underlying claim or settle or otherwise dispose of the claim and cooperate with Liable Party in the defense or other disposition of such claim.

10. TERM. The term of this Agreement shall be for three (3) years commencing on the date hereof, and shall automatically renew for additional three (3) year Terms unless either party hereto provides written notification of non-renewal to the other party no later than thirty days prior to any automatic renewal.

11. TERMINATION. This Agreement may be terminated by either party, during the initial Term and any renewal Term, for the following reasons: (a) upon the material breach of this Agreement which breach is not cured within ten (10) days after receiving written notice from the other of the such breach; (b) the other party's bankruptcy, insolvency,

assignment of assets for the benefit of creditors. In the event a party feels it has need for termination, it shall notify the other party in writing stating the reasons for its desire to terminate this agreement. No termination of this Agreement relieves Client or Agency from their obligations, which have accrued prior to the effective date of termination, or by their nature are intended to survive the termination of this agreement. In the event of such termination or expiration of this agreement Client agrees to allow agency to continue collection activity on all Accounts which are in repayment or have documented payment arrangements. As a result Agency shall be entitled to compensation as aforementioned.

12. INSURANCE. Agency shall, during the term of this Agreement, maintain in effect: an Error and Omissions Liability Policy with coverage in an amount of \$1,000,000 per occurrence, a Blanket Crime Bond (Employee Fidelity Policy) with coverage in the amount of \$1,500,000, and General Commercial Liability and Workers Compensation coverage in such amounts determined by the Agency. Agency shall provide Client with certificates of insurance upon request.

13. GOVERNING LAW. This Agreement shall be governed by and construed in accordance by the laws of the State of New York, without reference to conflicts of law principles. In the event that any legal proceedings are commenced with respect to any matter arising under this Agreement, the parties specifically consent and agree that the courts of the State of New York and/or the Federal Courts located in the State of New York will have exclusive jurisdiction over each of the parties and over the subject matter of any such proceedings, and that the venue of any such action will be in Monroe County, New York and/or the U.S. District Court for the Western District of New York.

14. NOTICES. Any notice required or permitted hereunder shall be in writing and shall be deemed to have been duly given (i) upon hand delivery, (ii) on the third day following delivery to the U.S. Postal Service as certified mail, return receipt requested and postage prepaid, (iii) on the first day following delivery to a recognized overnight courier service, fee prepaid and return receipt or other confirmation of delivery requested, (iv) upon confirmation of receipt by the party to receive such notice, of a fax sent to the fax number of such party, or (v) upon confirmation of receipt by the party to receive such notice, of an e-mail sent to the e-mail address of such party. Any such notice shall be delivered or sent to a party at its address, fax number or e-mail address as set forth beneath its signature on this Agreement, or to such other address or fax number as may be designated by a party in a notice given to the other from time to time in accordance with the terms of this paragraph.

15. OTHER. This is the entire Agreement between the parties, including any attached addenda with respect to its subject matter, and any previous or contemporaneous understanding is merged herein. Captions are included for convenience only and have no substantive significance.

16. SURVIVAL. The provisions of sections 3, 4, 6, 7, 8, 9, 11, 13, and 14 of this Agreement shall survive termination or expiration of this Agreement.

17. EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT. ConServe is an Equal Opportunity Employer committed to preventing discrimination against any employee or applicant for employment because of race, color, religion, national origin, gender, age, disability, veteran’s status, sexual orientation or gender identity (or sexual orientation and marital status under state law), is in compliance with Executive Order 11246, the Rehabilitation Act of 1973, and the Vietnam-Era Veteran’s Readjustment Act of 1974, and state, and local law.

18. Any modifications must be agreed to in writing by both parties.

19. RELATIONSHIP OF PARTIES. Nothing herein contained or done pursuant to this Agreement shall constitute Agency, its agents or employees a partner, joint venturer, or employee of the Client.

IN WITNESS WHEREOF, the parties hereto, by their authorized representatives, have executed this agreement on the day and year first written above.

**CONTINENTAL SERVICE GROUP, INC. D/B/A
CONSERVE**

By: _____
Pamela Baird, Secretary

Address for Notices:
ConServe
P.O. Box 7
Fairport, New York 14450
Attn: General Counsel

SOLANO COMMUNITY COLLEGE

By: _____
Patrick Killingsworth, Director, Fiscal Services

Address for Notices:
Solano Community College
4000 Suisun Valley Road Bldg #600
San Bruno, CA 94585
Attention: Patrick Killingsworth, Director, Fiscal Services