

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

TO: MEMBERS OF THE GOVERNING BOARD

SUBJECT: CONSENT CALENDAR – HUMAN RESOURCES

REQUESTED ACTION: APPROVAL

EMPLOYMENT 2017-2018

Change in Assignment

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Adil Ahmed	Change from Director, Fiscal Services (Range 49/Step 3) to Accounting Manager (Range 42/Step 8)	11/01/17
George Olgin	Change from Reading/Writing Lab Technician (100%) to ASTC Coordinator-two year reassignment (60%) and Reading/Writing Lab Technician (40%)	08/01/17

Out of Class

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Leigh Anne Jones	Executive Assistant, Human Resources (50%)	10/02/17 – 12/31/17	\$172.39/month \$517.17 Total

Short-term/Temporary/Substitute

<u>Name</u>	<u>Assignment</u>	<u>Fund/Grant Name</u>	<u>Effective</u>	<u>Amount</u>
Alfonso Salinas	Custodian	General Fund	11/02/17 – 06/30/18	\$13.62 hr.

Mary Jones
 Human Resources

October 20, 2017

Date Submitted

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

October 20, 2017

Date Approved

RESIGNATIONS

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Krystina Hockman	Student Services Generalist Fairfield/Vallejo	10/18/17

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

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

PERSONAL SERVICES AGREEMENTS

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

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
James Stephen Barber	Negotiations presentations and negotiations facilitation.	October 19, 2017 – June 30, 2018	Not to exceed \$40,000.00
Robert V. Diamond	Review of District's current processes and assess for best business practices in the area of finance, accounting and budgeting.	November 2, 2017 – March 31, 2018	Not to exceed \$48,000.00

Finance & Administration

October 20, 2017
Date Submitted

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

October 20, 2017
Date Approved

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

TO: **Members of the Governing Board**

SUBJECT: **SCHOOL PARTNERSHIP AGREEMENT BETWEEN
SOLANO COMMUNITY COLLEGE AND DELTA
AIR LINES, INC.**

REQUESTED ACTION:

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

SUMMARY:

Delta Airlines wishes to enter into a mutually beneficial partnership with Solano Community College’s Airframe and Powerplant Maintenance Technician program. This partnership includes an initial two year term and will automatically renew for successive one-year periods until either party requests non-renewal. By entering into this partnership, the College may refer to itself as a “Delta-selected preferred training institution for A&P mechanics.” This partnership will provide students the opportunity to meet with Delta representatives upon successful completion of the program, and will provide the College with scrap aircraft or avionics materials (parts). This partnership agreement has been reviewed by legal counsel.

STUDENT SUCCESS IMPACT:

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

<i>Ed. Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact:</i>
SUPERINTENDENT’S RECOMMENDATION:		<input checked="" type="checkbox"/> APPROVAL <input type="checkbox"/> DISAPPROVAL <input type="checkbox"/> NOT REQUIRED <input type="checkbox"/> TABLE
_____ Celia Esposito-Noy, Ed.D. PRESENTER’S NAME 4000 Suisun Valley Road Fairfield, CA 94534 _____ ADDRESS		_____ Celia Esposito-Noy, Ed.D. Superintendent-President
_____ (707) 864-7299 _____ TELEPHONE NUMBER		_____ November 1, 2017 _____ DATE APPROVED BY SUPERINTENDENT-PRESIDENT
_____ VICE PRESIDENT APPROVAL _____ October 23, 2017 _____ DATE SUBMITTED TO SUPERINTENDENT-PRESIDENT		

SCHOOL PARTNERSHIP AGREEMENT

This **SCHOOL PARTNERSHIP AGREEMENT** (this “**Agreement**”) is dated as of the 25th day of September, 2017 (the “**Effective Date**”) by and between **Solano Community College** (“**Institution**”) and **DELTA AIR LINES, INC.**, a Delaware corporation (“**Delta**”). Institution and Delta are each referred to herein individually as a “**Party**” and together as the “**Parties**.”

RECITALS

A. Institution is a non-profit or for-profit institution providing training for aircraft maintenance and repair licensing, and related services.

B. Delta is a major international air carrier of passengers and cargo.

C. The Parties wish to work together regarding the certain sponsorship, development, and recruitment efforts with regard to the Institution’s curriculum, training materials and students, in addition to other joint efforts described herein (collectively, the “**Partnership**”).

AGREEMENT

In consideration of the foregoing and the mutual agreements, provisions and covenants contained herein and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I. MARKETING

Section 1.01 **Marketing and Partnership Plan Development**. During the Term and in any case prior to a public Partnership launch, the Parties will meet to discuss joint cooperation with respect to the services and Partnership opportunities set forth the attached exhibits(each, a “**Service**” and collectively the “**Services**”), in order to develop a mutually acceptable strategic partnership plan (“**Partnership Plan**”).

Section 1.02 **Partnership Guidelines**. Institution’s and Delta’s respective obligations with respect to the Services are set forth in the Exhibits attached to this Agreement.

Section 1.03 **Quarterly Visits**. During the Term, Delta will use reasonable efforts to visit the Institution each calendar quarter to meet with Institution administration and staff, coordinate the Partnership Services, and recruit top students (as the same may be identified by the Institution in accordance with the Recruiting Services set forth on Exhibit A).

Section 1.04 **Review of Partnership Plan**. Not less frequently than annually during the Term, the parties will meet and review the results of the Partnership Plan and the Services contemplated under this Article 1, and the related benefits, costs, limitations, opportunities and other impacts to each Party related thereto and may make changes to such activities as mutually agreed by the Parties.

ARTICLE II. RELATIONSHIP MANAGEMENT

Section 2.01 **Relationship Management**. Institution and Delta will each appoint a single point of contact to oversee the performance of the activities and obligations of such Party under this Agreement (each, a “**Relationship Manager**”). Institution and Delta may change its designated Relationship Manager upon written notice to the other Party. The Relationship Managers, designated by Institution and Delta as of the Effective Date, are as follows:

For Institution:

Name:

Kevin Spoelstra

Title:

2001 N Village Pkwy.

Address: Vacaville, CA 95688

Phone: (707) 864-7000

Email:

kevin.spoelstra@solano.edu

For Delta:

Name:

Tim Harrison

Title:

Station Manager

Address: SFO Airport, AZ

Phone: (650) 742-7421

Email:

tim.harrison@delta.com

Article III. USE OF MARKS; PROMOTION

Section 3.01 **Use of Marks; Marketing and Promotion.** Subject to the terms and conditions of this Agreement, each party (the "Licensor") hereby grants to the other Party (the "Licensee") a fully-paid, nonexclusive, nontransferable, non-sublicensable, limited license to use Licensor's Marks solely in connection with the marketing and promotion of the Partnership, respectively, as contemplated by this Agreement. Licensee's use of the Licensor's Marks shall in each instance be subject to Licensor's prior written authorization and approval. "Marks" shall mean the trademarks, trade names, trade styles, trade dress, service marks, logos, designs, corporate names, or other similar general intellectual property right that Licensor provides to Licensee for the purpose of performance of the respective obligations of the parties under this Agreement. Licensor, in its sole discretion from time to time, may change the appearance and/or style of the Licensor's Marks. As between Licensor and its Affiliates, on the one hand, and Licensee and its Affiliates, on the other hand, Licensor or one or more of its Affiliates owns exclusively all right, title, and interest in, to, and under the Licensor's Marks. Licensor reserves for itself and its Affiliates, as applicable, all rights in, to, and under the Licensor's Marks that are not expressly granted to Licensee under this Agreement. Licensor represents and warrants that it is the sole owner of the Marks, and the Marks, as used by Licensee herein, do not and will not infringe the intellectual property rights of any third party. Following the expiration or termination of this Agreement, the rights of a Licensee to use Licensor's Marks under this Article 3 will automatically and immediately cease. "Affiliates" shall mean, with respect to each party, any entity that directly or indirectly controls, is controlled by, or is under common control with, such party.

Section 3.02 **Publicity.** Neither party will, without the other party's prior written consent in each instance, (a) use the Licensor's Marks in advertising, publicity or marketing communications of any kind, (b) represent, directly or indirectly, that any product or service provided by a party has been approved or endorsed by the other party or any of its Affiliates, or (c) issue a press release regarding the Partnership. Any references to Delta shall be limited to its Maintenance and Repair Organization and not the Delta brand generally.

Article IV. REPRESENTATIONS AND WARRANTIES; LIMITATION OF LIABILITY

Section 4.01 **Representations and Warranties.** Institution and Delta hereby represent and warrant to the other that: (i) such Party has full power and authority to enter into this Agreement; (ii) this Agreement has been duly executed and delivered by such Party and constitutes a legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms; and (iii) the execution and delivery of this Agreement and the performance of its obligations hereunder do not violate or conflict with, and will not result in a breach or default, or in any occurrence that, with a lapse of time or action by a third party or both, could result in a breach or default, with respect to any contract, agreement, commitment, or undertaking, either written or oral, to which such Party is a party or by which such Party is bound; and (iv) it and its employees, contractors and representatives have complied, and will comply, with all applicable laws, rules, regulations and have obtained and maintained in good standing and will act in accordance with all business permits, certificates, approvals, consents and licenses, in each case as are required to lawfully perform its duties and obligations under this Agreement.

Section 4.02 **Institutional Standards**. Institution shall, during the Term, maintain credentials and standards (e.g., accreditation, admission, graduation, teaching and compliance) at or above the standards in place during the Delta evaluation period. To the extent the Institution offers more than one curriculum or degree path, Institution may only represent its preferred school partnership with Delta with respect to individual programs or degrees expressly approved by Delta. In addition, Institution shall strictly comply with the standards and expectations set forth in Exhibit B. Delta may audit Institution upon reasonable notice, and not more than once per calendar year, to ensure compliance with the same.

Section 4.03 **Disclaimer of Warranties**. THE SERVICES AND ANY OTHER ITEMS PROVIDED BY DELTA ARE “AS IS” AND, EXCEPT AS EXPRESSLY SET FORTH HEREIN, DELTA HEREBY DISCLAIMS ALL WARRANTIES, WHETHER IMPLIED, EXPRESS OR STATUTORY, INCLUDING, WITHOUT LIMITATION, WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR NON-INFRINGEMENT.

Section 4.04 **Limitation of Liability**. IN NO EVENT WILL DELTA BE LIABLE OR RESPONSIBLE TO INSTITUTION OR ANY OF ITS AFFILIATES FOR ANY TYPE OF DIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST REVENUE, LOST PROFITS, REPLACEMENT OF GOODS OF ANY KIND IN CONNECTION WITH THIS AGREEMENT. THE FOREGOING EXCLUSIONS AND LIMITATIONS OF LIABILITY SHALL NOT APPLY TO: DELTA’S LIABILITY TO INSTITUTION FOR DELTA’S VIOLATION OF THE CONFIDENTIALITY OBLIGATIONS UNDER THIS AGREEMENT; OR TO DELTA’S OBLIGATION UNDER ARTICLE 4.02(B) WITH RESPECT TO INFRINGEMENT CLAIMS INVOLVING DELTA’S MARKS. IN ANY CASE EACH PARTY’S AND ITS AFFILIATES’ AGGREGATE LIABILITY FOR ANY BREACH OR VIOLATION UNDER THIS AGREEMENT WILL BE LIMITED TO FIVE THOUSAND DOLLARS (\$5,000).

Article V. CONFIDENTIALITY

Section 5.01 **Confidentiality**. All proprietary or confidential information, including without limitation the policies, procedures, operations, strategies, organization, finances, business, Trade Secrets (as defined by applicable law), ideas, concepts, know-how, techniques, designs, specifications, drawings, diagrams, data, computer programs, marketing plans, pricing information, and specifically (without limiting the foregoing) Delta information or data communicated by one Party (as “**Disclosing Party**”) to the other, whether before or after the Effective Date of this Agreement, and whether or not specified as confidential, will be held by the Party receiving it (“**Receiving Party**”) in strict confidence and will be used only in the performance of duties under this Agreement. The Parties acknowledge that any and all such information (“**Confidential Information**”) may be oral, written, encoded, graphic, digital, or in any other tangible form, and may or may not be marked confidential. For the avoidance of doubt, any Manuals or Services provided hereunder shall be deemed Confidential Information and shall not be disclosed to or shared with third parties except with Delta’s prior written consent. “Confidential Information” excludes: (i) information that becomes publicly available without any breach of this Agreement, (ii) information received from a third party without any confidentiality obligation and without any breach of this Agreement, (iii) information that is independently developed by Receiving Party without access to or reliance upon Confidential Information, as evidenced by records kept in the ordinary course of business, (iv) information disclosed to a third party by Disclosing Party without any confidentiality restrictions on the third party, and (v) information that is approved for release by written authorization of Disclosing Party. References to Disclosing Party’s Confidential Information, for clarity, means not only Confidential Information of or regarding Disclosing Party, but also of its Affiliates and of third parties who have entrusted the Confidential Information to Disclosing Party.

Section 5.02 Receiving Party shall hold all of Disclosing Party’s Confidential Information in strict confidence and will use the same standard of care to protect the confidentiality of such Confidential Information as Receiving Party uses to protect its own confidential information, which must be at least the care a reasonably prudent person would use as to Confidential Information. Except to the extent required to perform its obligations under this Agreement, Receiving Party shall not transfer, disclose or otherwise make available to any person or entity, in whole or in part or in any form, any Confidential Information of the other Party, unless Receiving Party is advised by counsel that such information is required by law to be disclosed (in which case Receiving Party shall promptly notify the other Party that such information is required by law to be disclosed, and the basis therefor, unless such notification is prohibited by law), and Receiving Party will cooperate with the other Party to enable it to act as it reasonably deems appropriate to limit the required disclosure of Confidential Information to the greatest extent possible under

applicable laws and regulations. Receiving Party shall ensure that all physical embodiments of any Confidential Information of the other Party, including without limitation, interfaces, computer tapes and diskettes and other written materials, are stored in secure locations at all times when they are not in actual use.

Section 5.03 Upon any termination of this Agreement, each Party will, at the written request of the other Party, return to the other Party all written Confidential Information and permanently destroy or delete all other Confidential Information in whatever form or medium and so certify to the other Party in writing. Nothing herein shall prevent a Party from retaining copies of records that are required by Law to be maintained, subject to the obligations of confidentiality set forth above.

Section 5.04 **Duration of Obligation.** The confidentiality obligation with respect to Confidential Information shall remain in effect until five (5) years from the termination or expiration of this Agreement. The confidentiality obligation with respect to Confidential Information consisting of PII shall remain in effect in perpetuity; provided, however, that if governing law requires a reasonable limit upon the duration of such obligation, the parties agree that the longer of ten (10) years from the date of this Agreement or ten (10) years from the date of receipt of the PII shall be deemed reasonable. The confidentiality obligation with respect to Confidential Information consisting of Trade Secrets shall remain in effect for as long as governing law allows. Upon the expiration or termination of this Agreement for any reason, Recipient shall immediately return to Disclosing Party or destroy all Confidential Information in Recipient's possession or control, as Disclosing Party directs.

Section 5.05 **Court Order.** Notwithstanding the restrictions in this Article, the Recipient may disclose Confidential Information or Trade Secrets to the extent required by an order of any court or other governmental authority, but only after the Recipient has notified the Disclosing Party and Disclosing Party has had the opportunity, if possible, to obtain reasonable protection for such information in connection with such disclosure.

Section 5.06 **Ownership.** As between Disclosing Party and Recipient, Disclosing Party shall own all right title and interest in and to Confidential Information.

Section 5.07 **Other Duties or Obligations.** The obligations set forth in this Agreement are in addition to, and not in lieu of, any fiduciary duties or obligations of confidentiality or nondisclosure that the parties may have to each other under the common law, laws providing for the protection of Trade Secrets, or other statutory law.

Article VI. TERM AND TERMINATION

Section 6.01 **Term.** The initial term of this Agreement will begin on _____, 2017 and will continue for two years (the "Initial Term"), and will automatically renew for successive one-year periods (collectively with the Initial Term, the "Term") until either party provides written notice of non-renewal to the other party at least thirty (30) days prior to expiration of the then-current term.

Section 6.02 **Termination for Default.** Notwithstanding the foregoing, (i) in addition to any other right or remedy available to a Party under this Agreement, at law, or in equity, Institution or Delta may terminate this Agreement by written notice to the other if the other Party has materially breached any of its obligations hereunder and does not remedy such breach within ten (10) days after written notice thereof from the non-breaching Party; and (ii) this Agreement will terminate immediately if any Party dissolves or enters into liquidation (whether voluntary or compulsory) or becomes subject to or submits to any law for the relief of insolvent debtors or if a receiver is appointed in respect of any of its assets or in the case of bankruptcy.

Section 6.03 **Termination for Convenience.** Effective at any time during the Term, either Party may terminate this Agreement, without cause and for the terminating Party's convenience, by providing at least sixty (60) days' prior written notice to the other party. Neither Party will be liable to the other for any damages, including lost anticipated profits or benefits, on account of such a termination.

Section 6.04 **Effects of Termination.** The termination of this Agreement (howsoever occasioned) will be without prejudice to any obligations or rights on the part of any Party that may have accrued up to the date of such cancellation or termination and will not affect or prejudice any provision of this Agreement that is expressly or by implication provided to come into effect on or to continue in effect after such cancellation or termination. Immediately upon the expiration or termination of this Agreement for any reason, each Party will immediately discontinue all use of the other's Confidential Information. Upon termination of this Agreement, Institution will, at Delta's request, return or destroy (and certify destruction of) and Parts, Manuals, and marketing materials, Marks, and Confidential Information provided hereunder.

Article VII. MISCELLANEOUS

Section 7.01 **Preferred Partnership.** During the Term, Institution shall treat Delta as its preferred partner and shall not, directly or indirectly, enter into a partnership, sponsorship, or preferred recruiting relationship with any other Part 121 air carrier that would conflict with its obligations hereunder or would diminish its ability to provide Delta with preferential and first access to its top students. Both parties understand and agree that, except as set forth above, this is a non-exclusive agreement and that Delta may offer its Services to any other person or entity, and Institution may partner with any other carrier so long as it continues to fulfill its obligations to Delta under this Agreement.

Section 7.02 **Assignment; Subcontracting.** This Agreement will not be assignable, in whole or in part, directly or indirectly, by Institution or Delta without the prior written consent of the other, and any attempt to assign or transfer any rights or obligations arising under this Agreement without such consent will be void; **provided, however,** that Delta may assign this Agreement to its parent, any subsidiary, or any affiliate without obtaining consent from Institution. This Agreement will be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. Delta may, in its sole discretion, permit any Affiliate to provide Services hereunder, provided that Delta will remain responsible for performance under this Agreement. Notwithstanding the foregoing, upon notice to Institution, Delta may assign its rights and delegate its performance under this Agreement to: (i) any entity that acquires all or substantially all of Delta's assets or substantially all of the assets of that portion of Delta's business that manages this Agreement; (ii) any Affiliate that controls, is controlled by, or is under common control with Delta; or (iii) any successor in a merger, acquisition, or reorganization, including any judicial reorganization. Any purported assignment of rights or delegation of performance in violation of this Article is void.

Section 7.03 **Independent Contractors.** Institution and Delta are independent contractors, and nothing herein will be construed to create a partnership, agency, joint venture, or employer-employee relationship. Neither Institution nor Delta are entitled to participate in any plans, arrangements or policies (including bonuses, vacations, sick leave, stock options, medical plans and other benefits) that other may provide or make available for its employees. **EACH PARTY SHALL RETAIN EXCLUSIVE LIABILITY FOR COMPLYING WITH ALL APPLICABLE STATE AND FEDERAL LAWS GOVERNING SUCH PARTY, INCLUDING PAYMENT OF SELF-EMPLOYMENT AND OTHER TAXES BASED ON THE COMPENSATION PROVIDED TO SUCH PARTY PURSUANT TO THIS AGREEMENT. EACH PARTY AGREES THAT IT IS AN INDEPENDENT CONTRACTOR AND IS NOT ENTITLED TO WORKERS' COMPENSATION BENEFITS PURSUANT TO TIDS CONTRACTUAL RELATIONSHIP.**

Section 7.04 **Insurance.** Institution shall provide and maintain at its own expense insurance coverage of the minimum insurance coverage terms, types and limits set forth below:

- i. Commercial General Liability naming Delta as an additional insured, with limits of not less than \$1 million for bodily injury and property damage, and personal and property injury, for each occurrence and \$3 million general aggregate.

- ii. Workers' Compensation and Employers' Liability insurance to the extent required and satisfying statutory requirements, including Employers' Liability coverage with limits of not less than \$1 million per accident. Institution and its insurers shall waive its rights of recovery against Delta and its insurers for any loss arising from or relating to this Agreement. Institution shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

Institution shall ensure that a certificate(s) of insurance coverage and a copy of an Additional Insured endorsement confirming that Delta and its Affiliates, officers, and directors have been given Additional Insured status under Institution's General Liability policy, shall be delivered to Delta prior to commencing any Services under this Agreement. Renewal Certificates shall be provided to Delta upon or within 10 days of Institution's policy expiration dates. Institution shall provide Delta or Institution's insurance policies shall contain a provision that Delta shall receive, written notice by regular mail or e-mail, if cancellation of any insurance. Such written notice shall be provided to Delta at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation.

Section 7.05 **Notices**. All notices and other communications hereunder will be in writing and will be delivered by hand or mailed by registered or certified mail (return receipt requested) or transmitted by facsimile to the Parties at the following addresses (or at such other addresses for a Party as will be specified by like notice) and will be deemed given on the date on which such notice is received by the Party receiving the notice, with additional copies to the following:

For Institution:

Kevin Spoelstra
2001 Village Pkwy.
Vacaville, CA 95688

For Delta:

Delta Air Lines, Inc.
PO Box 20706
Atlanta, GA 30320
Attn: Joe McDermott

Section 7.06 **Cumulative Remedies**. The Parties' rights and remedies hereunder are cumulative and no exercise or enforcement by either of them of any right or remedy hereunder will preclude the exercise or enforcement by either of them of any other right or remedy hereunder which they are entitled by law and by the terms of this Agreement to enforce.

Section 7.07 **Further Assurances**. Each Party agrees to perform such further acts and execute and deliver such further documents as may be reasonably necessary to carry out the terms and intent of this Agreement.

Section 7.08 **Governing Law**. This Agreement will be governed by and construed in accordance with the laws of California, without regard to the conflict of laws principles thereof. The Federal or state courts situated in Solano County, California, or an adjacent county, United States of America, have exclusive jurisdiction over the resolution of all disputes that arise under this Agreement, and each party irrevocably submits to the personal jurisdiction of such courts. The United Nations Convention on Contracts for the International Sale of Goods shall not be applicable to the parties' rights or obligations under this Agreement.

Section 7.09 **Complete Agreement/Severability**. This Agreement represents the complete understanding between the Parties hereto and supersedes all prior or contemporaneous oral or written agreements or undertakings of the parties hereto referring to the subject matter of this Agreement. If any term or provision of this Agreement or any portion of a term or provision hereof or the application thereof to any person or circumstance will, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision or portion thereof to persons or circumstances other than those as to which it is held invalid or unenforceable, will not be affected thereby, and each portion thereof will be valid and enforced to the fullest extent permitted by law.

Section 7.10 **Amendment**. This Agreement may not be changed, modified, released, discharged, abandoned, or otherwise amended, in whole or in part, except by an instrument in writing, signed by each of the Parties.

Section 7.11 **Survival**. Articles 3 through 7 shall survive termination or expiration of this Agreement, in addition to any provisions which by their nature should, or by their express terms do, survive or extend beyond termination or expiration of this Agreement.

Section 7.12 **Interpretation**. Interpretation of this Agreement shall be governed by the following rules of construction: (a) words in the singular shall be held to include the plural and vice versa and words of one gender shall be held to include the other gender as the context requires; (b) the word “including” and words of similar import shall mean “including, without limitation;” (c) the headings contained herein are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement; (d) references to “days” or a “day” shall mean a calendar day, unless otherwise stated; and (e) as this Agreement is the product of negotiations between the parties and their respective counsel, no provision or section of this Agreement shall be construed against either party by reason of ambiguity of language, rule of construction against the draftsman, or similar doctrine.

Section 7.13 **Counterparts**. This Agreement may be executed in counterparts and signatures sent by facsimile or other reliable electronic means will be binding as evidence of execution and acceptance of the terms hereof.

[signatures are on the following page]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed and delivered in their name and on their behalf as of the date first above written.

INSTITUTION

Solano Community College

By: _____

Name: _____

Title: _____

DELTA AIR LINES, INC.

By: _____

Name: Joseph McDermott

Title: Managing Director of Cabin, Training and Support Services

Exhibit A

Services

1. Marketing and Promotion

- a. Institution may refer to itself as a Delta-selected preferred training institution for A&P mechanics.
- b. Delta may provide certain approved templates and marketing collateral including the Delta Marks to be used for specified purposes. Institution may not modify such collateral or its uses without Delta's prior written consent.

2. Advisory and Consulting

- a. Delta may attend and participate in advisory board or trustee meetings but shall not be named an advisor or trustee unless agreed in writing between the parties.
- b. Delta may participate or provide updates on training curriculum.
- c. Delta shall designate a Delta representative to serve as point of contact for Institution instructor potential training opportunities.

3. Recruiting Services

- a. Institution shall identify and arrange introductions to its top-performing students. Delta shall establish criteria identifying top performers.
- b. Institution shall use reasonable efforts to provide meeting space for interviews and meet-and-greets with Institution's students on an occasional basis at Delta's request.

4. Spare Parts & Manuals

- a. Delta and its Affiliates may, from time to time, in its sole discretion offer spare or scrap aircraft or avionics materials ("Parts") to the Institution solely for student practice and training. Such Parts will be donated as unserviceable, are expressly marked as non-airworthy or scrap etched on data plate or if no data plate available then visibly on part/assembly, and cannot be sold or transferred to any third party. Delta may require reimbursement of packing and shipping costs for Parts on a case-by-case basis.
- b. Delta may provide sample maintenance manuals, training materials and processes ("Manuals") for training and curriculum development purposes only. Manuals shall be deemed Confidential Information and will not be shared with any third party.
- c. Parts and Manuals cannot be used transferred from the Institution's premises without Delta's express written consent. To the extent Institution wishes to dispose of such Parts or Manuals, it will destroy such Parts, record on signed document the part number, serial number, and method of destruction, or return them to Delta for destruction. Delta may require a separately executed release, in a form acceptable for Delta, for any Parts and Manuals donations.
- d. With respect to any Parts, transfer of title and risk to the Institution shall occur at the time the donation leaves Delta premises.

Exhibit B

Institution Standards & Expectations

Institution shall:

1. Make students aware of opportunities and employment benefits of regional and mainline carriers.
2. Expand marketing to make more of public aware of aviation career opportunities.
3. Maintain level of standards consistent with use of Delta and regional logos.
4. Track completion of Delta provided systems, EWIS, ETOPS, and human factors training aids
5. Work on improving areas requiring attention as identified by Delta during their visits.
6. 100% compliance to proper handling, storage, use, and disposal of flammables, chemicals, and other hazardous materials.
7. Promote a safety culture to include 100% compliance in the wearing of PPE, aircraft, facility, and tooling safety. This includes staff, students, administrators, and visitors.

DELTA

RELEASE AND WAIVER PARTS AND MANUALS

Date: 9/25/2017

Institution: Solano Community College

This Release and Waiver is written to formalize and document the agreement between Institution and Delta Air Lines, Inc. ("Delta") or its affiliates and subsidiaries regarding donation to Institution of copies of certain equipment, parts, and manuals as set forth on Schedule 1 (the "Parts and Manuals"). Terms of the Release and Waiver are set forth in their entirety below, which supersede any prior or contemporaneous agreements among the parties whether written or oral.

Delta agrees to donate the Parts and Manuals to Institution in consideration of Institution's agreement to the provisions of this Release and Waiver. Title and risk of loss with respect to the Parts and Manuals shall transfer at the time such materials leave Delta's possession. The Parts and Manuals are provided to Institution in an "AS IS" condition with no warranties of any kind whatsoever, including implied warranties of merchantability and fitness for a particular purpose, and warranties of non-infringement, accuracy or completeness, all of which are hereby expressly disclaimed. Institution acknowledges that the Parts and Manuals are provided for educational purposes only, and Delta has no liability whatsoever for Institution's use of the same. Institution and its faculty and students use the Parts and Manuals at Institution's own risk. Institution shall not transfer, sell, or remove from Institution and shall be responsible for any claims arising out of or relating to the Parts and Manuals.

Please sign a copy of this Release and Waiver where indicated below acknowledging Institution's agreement to the terms and conditions set forth in this Release and Waiver. This Release and Waiver may only be amended in writing signed by both parties.

INSTITUTION

Signature

Date: _____

DELTA

Kevin Spoelstra
Solano Community College
2001 Village Pkwy.
Vacaville, CA 95688

September 25, 2017

Re: Letter Agreement and Release Regarding Receipt and Use for Instructional Purposes of Expired Shelf-Life Materials

Dear Kevin:

Delta Air Lines, Inc. ("Delta") utilizes a variety of materials in its aircraft maintenance operations. Many of these materials have a designated shelf-life and cannot be used by Delta on airworthy aircraft after the expiration date. Solano Community College has requested that Delta donate these expired shelf-life materials to Solano Community College to be used for instructional purposes on aircraft and subassemblies that are not certified for flight ("Donated Materials"). Delta is willing to provide Donated Materials to Solano Community College, in Delta's sole discretion, in accordance with the terms and conditions of this Letter Agreement and Release ("General Letter Agreement"). By its signature below and by each acceptance of Donated Materials, Solano Community College acknowledges and agrees to the terms of this General Letter Agreement.

From time to time, Delta may, in its sole discretion, notify Solano Community College that Donated Materials are available for pick-up from Delta's Technical Operations Center in Atlanta, Georgia (or other location designated by Delta). To accept the Donated Materials, Solano Community College shall pick up and remove the Donated Materials at the Solano Community College's sole expense. Upon pick up, title to the Donated Materials shall vest in Solano Community College and Delta shall have no ownership interest in or responsibility for the Donated Materials.

Solano Community College's transportation, use, handling, disposal, transfer, and disposition of Donated Materials shall be conducted in full compliance with all federal, state and local laws, rules, regulations and guidance ("Laws") (including without limitation those Laws pertaining to aviation, health, safety and the environment) and with all due care for persons, property, and the environment. Any disposition of Donated Materials following [Solano Community College's] acceptance (including without limitation, any disposal, reuse, or recycling) shall be implemented by Solano Community College in the Solano Community College's name. Prior to each acceptance of Donated Materials, Solano Community College agrees to independently identify and review any and all applicable labels, warnings, or other safety materials, including without limitation Material Safety Data Sheets, and government or manufacturer warnings, labels, or notices. Delta makes no express or implied warranty or representation of any kind with respect to the Donated Materials, including without limitation no warranty or representation about the Donated Materials fitness for a particular purpose.

DELTA

Solano Community College acknowledges that the Donated Materials have exceeded their manufacturer-designated shelf-life and are no longer approved for use on aircraft or subassemblies certified for flight. **No aircraft or subassemblies on which the Donated Materials have been used can be certified as airworthy. Certification of any such aircraft or subassemblies as airworthy is a direct violation of Federal Aviation Administration (FAA) regulations.** Solano Community College agrees that it shall use the Donated Materials solely in non-aircraft applications or for instructional purposes on aircraft and subassemblies that are not certified for flight. Solano Community College also agrees that it shall not resale Donated Materials.

Attached as Exhibit A is a "Donated Materials Inventory and Release Form" (hereinafter "Form"). Although Delta intends to list the Donated Materials on the Form and provide a copy of the Form to Solano Community College in conjunction with providing Donated Materials to Solano Community College, Solano Community College shall have an independent obligation to inspect the Donated Materials provided and ensure the provided Donated Materials are specifically listed on the Form. This Form shall be executed by an "Authorized Individual" from Solano Community College, as identified in Exhibit B, and provided to Delta. Solano Community College shall retain a copy of the Form for its records. Notwithstanding the intended use of this Form, Solano Community College reaffirms its agreement with and acknowledgement of the terms and conditions of this General Letter Agreement by accepting the Donated Materials.

Please countersign this letter in the space provided to indicate Solano Community College's acceptance of the above terms and conditions. If at any time you have any questions, please feel free to contact Allen White at (404) 715-3796.

Sincerely,

Agreed to this ___ day of _____, 2017.

Solano Community College

By (Print Name): _____

Signature: _____

Title: _____

DELTA

EXHIBIT A

Donated Materials Inventory and Release Form

Item	Part Number	Serial Number	Qty	Comments

By accepting these materials, the recipient reaffirms its acknowledgement and agreement to the terms and conditions of the General Letter Agreement. By way of example, the recipient acknowledges and agrees:

- That it has an affirmative obligation to independently research, locate, and review any and all safety information pertaining to these materials, including without limitation the applicable Safety Data Sheets (SDSs);
- That it shall only use these materials in non aircraft applications or for training and instructional purposes on aircraft or subassemblies not certified for flight;
- That it shall not resale these materials;
- That it shall transport, use, handle and disposed of these materials in full compliance with all federal, state and local laws, rules, and regulations (including without limitation those pertaining to aviation, health, safety, and the environment) and with all due care; and
- That it has provided a full and complete release and indemnification to Delta Air Lines and all of its subsidiaries with respect to any "Liabilities," as defined in the General Letter Agreement, in any way related to (1) the Donated Materials, including without limitation, the transport, use, handling, disposal, transfer, or disposition of Donated Materials, or (2) the breach by [Savannah Technical College] of its covenants or obligations under the General Letter Agreement.

To the extent there is any inconsistency between this Form and the General Letter Agreement, the General Letter Agreement shall control.

Name (from school): (Print) _____

(Signature) _____ Date _____

To be used by (Solano Community College) _____

Donation Coordinated By:
Name: (from Delta) (Print) _____

(Signature) _____

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

TO: Members of the Governing Board

SUBJECT: RESIGNATION TO RETIRE

REQUESTED ACTION:

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

SUMMARY:

<u>Name</u>	<u>Assignment & Years of Service</u>	<u>Effective</u>
Alice Lisa Collins	Accounting Specialist I 13 years and 1 months of service at SCC	10/31/17

STUDENT SUCCESS IMPACT:

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

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

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

Mary Jones
Human Resources

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7263

TELEPHONE NUMBER

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

VICE PRESIDENT APPROVAL

October 20, 2017

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

October 20, 2017

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT CHANGE ORDER #3 TO CLARK/SULLIVAN
CONSTRUCTION FOR AUTOTECHNOLOGY PROJECT**

REQUESTED ACTION:

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

SUMMARY:

Board approval is requested for deductive Change Order #3 to the contract with Clark/Sullivan Construction for the Autotechnology Building Project. On October 7, 2015 the Board approved a contract to Clark/Sullivan Construction for the Autotechnology Building Project. On August 17, 2016, the Board approved no cost Change Order #1 to achieve contract consistency regarding the final completion date. On September 6, 2017, the Board approved a no cost Change Order #2 to clarify the start date of the Warranty/Guarantee period and extend the project completion date.

CONTINUED ON THE NEXT PAGE

STUDENT SUCCESS IMPACT:

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

<i>Ed. Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact: <\$355,760.99></i>
------------------	----------------------	--

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

Lucky Lofton
Executive Bonds Manager

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 863-7855

TELEPHONE NUMBER

Vice President, Finance and Administration

VICE PRESIDENT APPROVAL

October 20, 2017

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

October 20, 2017

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT CHANGE ORDER #3 TO CLARK/SULLIVAN
CONSTRUCTION FOR AUTOTECHNOLOGY PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

The construction scope of work has been completed. The original contract included as Owner's Allowance and a Furniture/Fixtures/Equipment Allowance. Change Order #3 is to return to the District the unused portions of these two Allowances: \$355,760.99

\$19,034,000.00 Original Contract Amount
\$ 0.00 Approved Change Orders (1, 2)
\$19,034,000.00 Current Contract Amount
\$ <355,760.99> Proposed Change Order #3
\$18,678,239.01 New Contract Amount

The Board is asked to approve deductive Change Order #3 to Clark/Sullivan Construction in the amount of <\$355,760.99>. The new and final contract amount will be \$18,678,239.01.

Change Order #3 is available online at: <http://www.solano.edu/measureq/planning.php>.



Change Order

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

Kitchell CEM

Change Order # 3
 Project No.: 15-011
 Date: 11/01/17

DSA File No.: 48-C1
 DSA App. No.: 02-114995

Project: Solano Community College District
 Vallejo Campus- 1687 North Ascot Parkway
 Autotechnology Building

To: Clark/Sullivan Construction
 2024 Opportunity Drive, Suite 150
 Roseville, CA 95678

The Contract is Changed as Follows:

<u>CPE No.</u>		
n/a	Reconcile Owner's Allowance. Deduct unused allowance from contract.	(\$298,210.00)
n/a	Reconcile FF&E Allowance. Deduct unused allowance from contract.	(\$57,550.99)
TOTAL COST OF CHANGE ORDER		Add/ (Deduct) (\$355,760.99)
FINAL CHANGE ORDER AMOUNT		\$ (355,760.99)

Original Contract Sum:	\$ 19,034,000.00
Total change By Previous Change Orders:	\$ -
Contract Sum Prior to This Change Order:	\$ 19,034,000.00
Original Contract Sum will be Increased by This Change Order:	\$ (355,760.99)
The New Contract Sum Including This Change Order Will Be:	\$ 18,678,239.01
The New Contract Completion Date (Substantial Completion) Will Be:	4-Aug-17
Contract Time Will be Unchanged by This Change Order:	0 Days
The date of substantial completion as of the of this change order is	4-Aug-17

Note that final completion date extended to be October 13, 2017.

(Affix stamp here)

CONTRACTOR: _____ Date: _____
 Clark/ Sullivan Construction

(Affix stamp here)

OWNER: _____ Date: _____
 Lucky Lofton
 Executive Bonds Manager
 Solano Community College District

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

TO: Members of the Governing Board

SUBJECT: CONTRACT AWARD TO CONSTRUCTION TESTING SERVICES, INC. FOR PROJECT SPECIAL INSPECTION AND TESTING SERVICES FOR THE VACAVILLE CLASSROOM BUILDING (ANNEX) RENOVATION PROJECT

REQUESTED ACTION:

Information OR Approval
 Consent OR Non-Consent

SUMMARY:

Board approval is requested to award a professional services contract to Construction Testing Services, Inc. for Division of State Architect project special inspection and testing services for the Vacaville Classroom Building (Annex) Renovation Project, which includes specific observation and testing for renovation of this building to achieve certification by DSA. The scope of work of this contract includes providing all offsite and onsite special inspections and materials testing as required

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: Enhancing safety and security for students, faculty, and staff

<i>Ed. Code: Board Policy:3225; 3520 Estimated Fiscal Impact: \$33,030 Measure Q Funds</i>	
SUPERINTENDENT'S RECOMMENDATION:	<input checked="" type="checkbox"/> APPROVAL <input type="checkbox"/> DISAPPROVAL <input type="checkbox"/> NOT REQUIRED <input type="checkbox"/> TABLE
Lucky Lofton Executive Bonds Manager	
PRESENTER'S NAME	
4000 Suisun Valley Road Fairfield, CA 94534	
ADDRESS	Celia Esposito-Noy, Ed.D. Superintendent-President
(707) 863-7855	
TELEPHONE NUMBER	
Vice President, Finance & Administration	October 20, 2017
VICE PRESIDENT APPROVAL	DATE APPROVED BY
October 20, 2017	SUPERINTENDENT-PRESIDENT
DATE SUBMITTED TO	
SUPERINTENDENT-PRESIDENT	

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

TO: Members of the Governing Board

SUBJECT: CONTRACT AWARD TO CONSTRUCTION TESTING SERVICES, INC. FOR PROJECT SPECIAL INSPECTION AND TESTING SERVICES FOR THE VACAVILLE CLASSROOM BUILDING (ANNEX) RENOVATION PROJECT

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

by the California Building Code, 2016 Edition.

Proposals were solicited from all firms in the Board approved pool of project special inspection and testing firms. Responses were received from Construction Testing Services, Inc. and Ninyo & Moore. Based on qualifications, proposed scope of work, and price, Construction Testing Services, Inc. is considered the best value for this project.

The Governing Board is asked to approve a contract to Construction Testing Services, Inc. in an amount not to exceed \$33,030.

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

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

TO: **Members of the Governing Board**

SUBJECT: **CONTRACT AWARD TO INTEGRITY DATA & FIBER INC. FOR NETWORK CABLING SERVICES FOR THE DISTRICTWIDE INFORMATION TECHNOLOGY INFRASTRUCTURE IMPROVEMENTS PROJECT (PHASE 2)**

REQUESTED ACTION:

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

SUMMARY:

Board approval is requested for award of a contract to Integrity Data & Fiber, Inc. for the Districtwide Information Technology Infrastructure Improvements Project (Phase 2). The scope of work includes labor, materials, equipment and supplies necessary to provide Wi-Fi at B1700 Gymnasium.

Proposals were solicited from Integrity Data & Fiber, Inc., District selected firm from RFQP #15-

CONTINUED ON THE NEXT PAGE

STUDENT SUCCESS IMPACT:

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

<i>Ed. Code:</i>	<i>Board Policy: 3225; 3520</i>	<i>Estimated Fiscal Impact: \$6,150 Measure Q Funds</i>
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SUPERINTENDENT'S RECOMMENDATION:	<input checked="" type="checkbox"/> APPROVAL	<input type="checkbox"/> DISAPPROVAL
	<input type="checkbox"/> NOT REQUIRED	<input type="checkbox"/> TABLE

Lucky Lofton
Executive Bonds Manager

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 863-7855

TELEPHONE NUMBER

Vice President, Finance & Administration

VICE PRESIDENT APPROVAL

October 20, 2017

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

October 20, 2017

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AWARD TO INTEGRITY DATA & FIBER
INC. FOR NETWORK CABLING SERVICES FOR THE
DISTRICTWIDE INFORMATION TECHNOLOGY
INFRASTRUCTURE IMPROVEMENTS PROJECT
(PHASE 2)**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

015 to be five year business/education partner to ensure standardization of systems in the long term.

The Board approved the original contract with Integrity Data & Fiber Inc. on September 21, 2016 for the work in Districtwide Information Technology Improvement Project (Phase 1). This scope of services is a continuation of the Districtwide Information Technology Infrastructure Improvements under the Phase 2 Project.

The proposals for this scope of work (Gym WiFi cabling) were reviewed, and proposed pricing was determined to be fair and appropriate to the scope of work of the project.

The Board is asked to approve a construction contract to Integrity Data & Fiber, Inc. in the amount of \$6,150.

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

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

TO: Members of the Governing Board

**SUBJECT: CLINICAL EXPERIENCE AGREEMENT BETWEEN
SOLANO COMMUNITY COLLEGE DISTRICT AND
UNIVERSITY RETIREMENT COMMUNITY AT DAVIS,
DAVIS, CALIFORNIA (RENEWAL FOR ADN)**

REQUESTED ACTION:

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

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

STUDENT SUCCESS IMPACT:

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

<i>Ed. Code: CCR 1427</i>	<i>Board Policy: 3520</i>	<i>Estimated Fiscal Impact: \$NONE</i>
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SUPERINTENDENT’S RECOMMENDATION:

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

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

ADDRESS
707-864-7108

TELEPHONE NUMBER

David Williams, Ph.D.

VICE PRESIDENT APPROVAL

October 20, 2017

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

October 20, 2017

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

CLINICAL EXPERIENCE AGREEMENT

This Renewal Agreement is between **University Retirement Community at Davis, Inc.** (hereinafter known as *HEALTH CENTER*) located at **1515 Shasta Drive, Davis, California 95616** and **Solano Community College** (hereinafter known as *SCHOOL*) and located at **4000 Suisun Valley Road, Fairfield, California 94534-3197** and is effective as of November 2, 2017.

RECITALS

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

Now, therefore, the parties agree as follows:

1. GENERAL INFORMATION

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

2. SCHOOL'S RESPONSIBILITIES

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

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

3. HEALTH CENTER'S RESPONSIBILITIES

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

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

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

4. AFFIRMATIVE ACTION AND NON-DISCRIMINATION

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

5. STATUS OF SCHOOL AND HEALTH CENTER

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

6. INDEMNIFICATION

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

7. INSURANCE

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

8. TERM AND TERMINATION

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

9. GENERAL PROVISIONS

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

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

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

1. Notice to the *HEALTH CENTER*:

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

Telephone: (530) 747-7008

2. Notice to the *SCHOOL*

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

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

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

10. EXECUTION

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

HEALTH CENTER

SCHOOL

University Retirement Community at Davis, Inc.

Solano Community College

By: _____
Maria Burton

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

Title: _____
Administrator

Title: _____
Superintendent/President

Date: _____

Date: _____

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

TO: **Members of the Governing Board**

SUBJECT: **CLINICAL EXPERIENCE AGREEMENT BETWEEN
SOLANO COMMUNITY COLLEGE DISTRICT AND
UNIVERSITY RETIREMENT COMMUNITY AT DAVIS,
INC., DAVIS, CALIFORNIA (RENEWAL FOR CNA)**

REQUESTED ACTION:

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

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

STUDENT SUCCESS IMPACT:

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

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

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

ADDRESS
707-864-7108

TELEPHONE NUMBER

David Williams, Ph.D.
VICE PRESIDENT APPROVAL

October 20, 2017
**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

October 20, 2017
**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

CLINICAL EXPERIENCE AGREEMENT

This Renewal Agreement is between **University Retirement Community at Davis, Inc.** (hereafter known as *HEALTH CENTER*) located at **1515 Shasta Drive, Davis, CA 95616** and **Solano Community College** (hereinafter known as *SCHOOL*) and located at **4000 Suisun Valley Road, Fairfield, California 94534-3197** and is effective as of November 2, 2017.

RECITALS

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

Now, therefore, the parties agree as follows:

1. GENERAL INFORMATION

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

2. SCHOOL'S RESPONSIBILITIES

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

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

3. HEALTH CENTER'S RESPONSIBILITIES

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

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

4. AFFIRMATIVE ACTION AND NON-DISCRIMINATION

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

5. STATUS OF SCHOOL AND HEALTH CENTER

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

6. INDEMNIFICATION

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

7. INSURANCE

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

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

8. TERM AND TERMINATION

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

9. GENERAL PROVISIONS

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

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

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

1. Notice to the *HEALTH CENTER*:

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

2. Notice to the *SCHOOL*

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

Telephone: (707)864-7108

FAX: (707) 646-2062

robert.gabriel@solano.edu

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

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

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

10. EXECUTION

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

HEALTH CENTER

SCHOOL

**University Retirement Community at
Davis, Inc.**

Solano Community College

By: _____
Maria Burton

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

Title: Administrator

Title: Superintendent/President

Date: _____

Date: _____

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

TO: **Members of the Governing Board**

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

REQUESTED ACTION:

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

SUMMARY:

Solano CCD Measure Q Quarterly Update Report is presented for Board information. The report includes an overview of program and project activities for the Measure Q Bond Program for the period of July 1, 2017 – September 30, 2017.

Measure Q expenditures during this reporting period were \$10,547,507. Total Measure Q expenditures through September 30 was \$113,347,659.

CONTINUED ON THE NEXT PAGE

STUDENT SUCCESS IMPACT:

- Help our students achieve their educational, professional and personal goals
- Basic skills education
- Workforce development and training
- Transfer-level education
- Other: Quarterly Reports provided to the Board of Trustees and the public regarding the use of bond funds.

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

Lucky Lofton
Executive Bonds Manager

PRESENTER’S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 863-7855

TELEPHONE NUMBER

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

Vice President, Finance and Administration

VICE PRESIDENT APPROVAL

October 20, 2017

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

October 20, 2017

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

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

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

Following is the status of major projects:

Fairfield Campus:

- Performing Arts Building Renovation: A Ribbon Cutting Ceremony was held August 16 and the building was open for start of fall classes. Punch List items were completed, except for corridor flooring, which will be completed over Winter Break.
- Science Building Phase 1: DSA approved Increment 1 site work plans and is currently reviewing Increment 2 building plans. A Ground Breaking Ceremony was held August 2, followed by start of construction late August. Earthwork and underground utilities are in progress.
- Library/Learning Resource Center: State funding was approved for this project. Requests for Proposals were issued for Architectural, Geotechnical, Surveying, and CEQA Environmental services.
- Fairfield Substation #1 and #2 Replacement Project: Equipment has been fabricated and delivered. The power shutdown/equipment installation is now planned for Winter break.
- Campus Entry Sidewalk Improvements: Bids were received and construction contract awarded. Construction is in progress.
- Softball Bleacher Replacement: DSA approved the plans, the bleachers are in fabrication and site work construction is in progress.

Vacaville Center:

- Biotechnology and Science Building at Vacaville Center: The building and move in were completed for start of fall classes. A Ribbon Cutting Ceremony was held September 6. Additional work is in progress to complete installation of the large bioreactors in November.
- Vacaville Intersection Improvements Project: construction is in progress.
- Vacaville Classroom (Annex) Building Renovation: Architect is preparing a back check submittal to DSA. Project will be issued for bid in November with construction completion anticipated July 2018.
- Autotechnology Building: The building and move in were completed for start of fall classes. A Ribbon Cutting Ceremony was held September 20.
- Vallejo HVAC Upgrade Project: Construction was successfully completed in the 10 week summer break.

The report is available online and can be found at <http://www.solano.edu/measureq/cboc.php>