

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

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

EMPLOYMENT 2019-2020

Regular Assignment

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Ariana Astorga	Student Services Generalist – Vacaville Center (Part-Time)	11/12/2019
Jane Hume	Student Services Generalist – Vacaville Center	11/12/2019

Part-Time Adjunct Assignment

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Karen Black	Adjunct Horticulture Instructor (not to exceed 67%)	11/12/19 – 05/31/20
David Miramontes- Quinones	Academic Support Services Counselor (not to exceed 67%)	11/07/20 – 05/31/20
Kay Nekota	Adjunct Mathematics Instructor (not to exceed 67% FTE)	01/09/20 – 05/31/20
Barbara Villatoro	Adjunct Mathematics Instructor (not to exceed 67% FTE)	01/09/20 – 05/31/20
Sonya Wright	Academic Support Services Counselor (not to exceed 67%)	11/07/20 – 05/31/20

District-Initiated Reclassification (based on job study as negotiated)

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Sabrina Drake	Reclassified from ELC Assistant Director (Range 16/Step7) to ELC Assistant Director Range 18/Step 6)	07/01/2019

Mary Jones
Human Resources

October 25, 2019
Date Submitted

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

November 6, 2019
Date Approved

Short-term/Temporary/Substitute

<u>Name</u>	<u>Assignment</u>	<u>Fund/Grant Name</u>	<u>Effective</u>	<u>Amount</u>
Anthony Ayala	CDFS Certificate Development	Perkins	11/07/19 – 04/30/20	\$64.87/hr.
Iralyn Eleazar	Science Lab Technician	General Fund	10/28/19 – 05/22/20	\$24.52/hr.
Paul Hidy	Auto Regional Work	Strong Workforce	08/23/19 – 06/30/20	\$69.05/hr.
Angel Iqueda	EMT Instruction	Perkins	11/07/19 – 06/30/20	\$58.59/hr.
Brenda Johnson	Outreach Specialist	General Fund	09/04/19 – 06/30/20 (Revised)	\$18.90/hr.
Ricky Marshall	Auto Regional Work	Strong Workforce	08/23/19 – 06/30/20	\$69.05/hr.
Andrew McGee	Auto Regional Work	Strong Workforce	08/23/19 – 06/30/20	\$64.87/hr.
Amy Obegi	CDFS Certificate Development	Perkins	11/07/19 – 04/30/20	\$64.87/hr.
Jeremy Throne	ASTC Instructional Assistant	Basic Skills	11/07/19 – 06/30/20	\$16.56/hr.
Sarah Wasley-Smith	Online Curriculum Development	Perkins	11/07/19 – 03/20/20	\$60.69/hr.

REQUEST FOR REDUCED WORKLOAD

In accordance with section 10.2 of the CCA/CTA/NEA Collective bargaining agreement, the following instructors are requesting a reduced workload for the 2019-2020 academic year. The reduction is authorized under section 22713 of the California Education Code. The request for a reduced workload is recommended.

<u>Name</u>	<u>Position</u>	<u>Reduction</u>
Isaias Jacobo	Spanish Instructor (Spring 2020)	33% Reduction

GRATUITOUS SERVICE

<u>Name</u>	<u>School/Department</u>	<u>Effective</u>	<u>Assignment</u>
Peter Chow	Counseling	11/07/19 – 06/30/20	Wellness Counselor
Bernard Holmes	Counseling	11/07/19 – 06/30/20	Wellness Counselor

**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

Student Services
Robert Diamond, Vice President of Finance and Administration

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Kristian R. Loera Medina	Video editing consultation for Solano Women’s Soccer use of Vegas software Fall 2019. Includes phone exchange consultation.	August 1, 2019 – September 30, 2019	Not to exceed \$137.50
Bernadette Aldrich	Take individual and team photos of the volleyball team. Set up and organize the Fall 2019. Team Programs. Upload roster pictures to shared drive for SolanoAthletics.com website.	October 3, 2019 – December 31, 2019	Not to exceed \$150.00
Phillips Design & Marketing Inc.	Design and produce three e-newsletters for the Business and Entrepreneurship Sector. Customize provided content. Format website, direct scheduling, project management.	November 7, 2019 – June 30, 2020	Not to exceed \$2,400.00

Robert V. Diamond
Vice President, Finance & Administration

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

November 6, 2019
Date Submitted

October 25, 2019
Date Approved

Academic Affairs
David Williams, Vice President

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Nancy Au	Guest author for Suisun Valley Review reading events.	November 7, 2019 – November 7, 2019	Not to exceed \$150.00

Robert V. Diamond

Vice President, Finance & Administration

November 6, 2019

Date Submitted

Celia Esposito-Noy, Ed.D.

Superintendent-President

October 25, 2019

Date Approved

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

TO: Members of the Governing Board

**SUBJECT: RESOLUTION NO. 19/20-09 IN THE MATTER OF
THE EXPUNGEMENT OF THE EXPULSION OF
JAMES BOYDEN**

REQUESTED ACTION:

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

SUMMARY:

In the Fall of 1968, Black Student Union members were arrested for staging a sit-in on campus. The former Governing Board voted to expel Mr. James Boyden for his activism and participation. The current Board of the Solano Community College District recommends the expungement of the expulsion of Mr. James Boyden.

Approval is being requested for Resolution No. 19/20-09.

STUDENT SUCCESS IMPACT:

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

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

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

PRESENTER’S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 864-7299

TELEPHONE NUMBER

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

VICE PRESIDENT APPROVAL

October 28, 2019

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

November 6, 2019

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**IN THE MATTER OF THE EXPUNGEMENT
OF THE EXPULSION OF JAMES BOYDEN**

RESOLUTION NO. 19/20-09

WHEREAS, in the Fall Semester of 1968, Black Student Union members and others protested the unequal treatment of Black Student Union members by Solano County Junior College; and

WHEREAS, on January 6, 1969, the former Governing Board voted to expel James Boyden, a student at Solano County Junior College, and a member of the Black Student Union, for his activism and participation in these protests; and

WHEREAS, the District is dedicated to understanding the truth of its past and the impact that the past may have had on the District and on the community; and

WHEREAS, the current Board of the Solano Community College District believes that Mr. Boyden's expulsion was unjust and motivated by racial animus.

THEREFORE, BE IT RESOLVED, the Governing Board of the Solano Community College District hereby expunges the expulsion of James Boyden from his academic record.

BE IT FURTHER RESOLVED, the Governing Board profoundly regrets the College's past actions, apologizes for them, expresses its deep appreciation for the efforts of Mr. Boyden and his contemporaries in the fight for equal rights, and commits to continue the College's efforts to remedy the lingering effects of past injustices.

The foregoing Resolution was passed and adopted at a regular meeting of the Governing Board of the Solano Community College District on the 6th day of November 2019 by the Governing Board of Solano Community College District.

A. MARIE YOUNG, BOARD PRESIDENT

CELIA ESPOSITO-NOY, ED. D., SECRETARY

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

TO: Members of the Governing Board

**SUBJECT: RESOLUTION NO. 19/20-10 IN THE MATTER OF
THE EXPUNGEMENT OF THE EXPULSION OF
MARK JEFFERSON**

REQUESTED ACTION:

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

SUMMARY:

In the Fall of 1968, Black Student Union members were arrested for staging a sit-in on campus. The former Governing Board voted to expel Mr. Mark Jefferson for his activism and participation. The current Board of the Solano Community College District recommends the expungement of the expulsion of Mr. Mark Jefferson.

Approval is being requested for Resolution No. 19/20-10.

STUDENT SUCCESS IMPACT:

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

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

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

PRESENTER’S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 864-7299

TELEPHONE NUMBER

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

VICE PRESIDENT APPROVAL

October 28, 2019

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

November 6, 2019

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**IN THE MATTER OF THE EXPUNGEMENT
OF THE EXPULSION OF MARK JEFFERSON**

RESOLUTION NO. 19/20-10

WHEREAS, in the Fall Semester of 1968, Black Student Union members and others protested the unequal treatment of Black Student Union members by Solano County Junior College; and

WHEREAS, on January 6, 1969, the former Governing Board voted to expel Mark Jefferson a student at Solano County Junior College, and a member of the Black Student Union, for his activism and participation in these protests; and

WHEREAS, the District is dedicated to understanding the truth of its past and the impact that the past may have had on the District and on the community; and

WHEREAS, the current Board of the Solano Community College District believes that Mr. Jefferson's expulsion was unjust and motivated by racial animus.

THEREFORE, BE IT RESOLVED, the Governing Board of the Solano Community College District hereby expunges the expulsion of Mark Jefferson from his academic record.

BE IT FURTHER RESOLVED, the Governing Board profoundly regrets the College's past actions, apologizes for them, expresses its deep appreciation for the efforts of Mr. Jefferson and his contemporaries in the fight for equal rights, and commits to continue the College's efforts to remedy the lingering effects of past injustices.

The foregoing Resolution was passed and adopted at a regular meeting of the Governing Board of the Solano Community College District on the 6th day of November 2019 by the Governing Board of Solano Community College District.

A. MARIE YOUNG, BOARD PRESIDENT

CELIA ESPOSITO-NOY, ED. D., SECRETARY

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

TO: Members of the Governing Board

**SUBJECT: RESOLUTION NO. 19/20-11 IN THE MATTER OF THE
EXPUNGEMENT OF THE NOVEMBER 4, 1968
SUSPENSION OF MEMBERS OF THE BLACK STUDENT
UNION**

REQUESTED ACTION:

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

SUMMARY:

On November 4, 1968, 21 students at Solano Junior College were arrested, and the former Governing Board voted to suspend and file trespassing charges against them. The Governing Board of the Solano Community College District has worked with the Solano County District Attorney’s office to remove the convictions against these students, and has expunged the suspension from the academic records of all 21 students.

Approval is being requested for Resolution No. 19/20-11.

STUDENT SUCCESS IMPACT:

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

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

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

PRESENTER’S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 864-7299

TELEPHONE NUMBER

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

VICE PRESIDENT APPROVAL

October 28, 2019

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

November 6, 2019

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**IN THE MATTER OF THE EXPUNGEMENT
OF THE NOVEMBER 4, 1968 SUSPENSION OF
MEMBERS OF THE BLACK STUDENT UNION**

RESOLUTION NO. 19/20-11

WHEREAS, in the Fall Semester of 1968, Black Student Union members and others protested the unequal treatment of Black Student Union members by Solano County Junior College; and

WHEREAS, on November 4, 1968, the former Governing Board voted to suspend and file trespassing charges against student members of the Black Student Union at Solano County Junior College, for their activism and participation in these protests.

WHEREAS, the District is dedicated to understanding the truth of its past and the impact that the past may have had on the District and on the community; and

WHEREAS, the current Governing Board of the Solano Community College District believes that the suspension of these students was unjust and motivated by racial animus.

THEREFORE, BE IT RESOLVED, the Governing Board of the Solano Community College District hereby expunges the suspension from the academic records of the 21 students who were arrested on November 4, 1968.

BE IT FURTHER RESOLVED, the Governing Board of the Solano Community College District has worked with the Solano County District Attorney to remove the trespassing convictions of these students.

BE IT FURTHER RESOLVED, the Governing Board profoundly regrets the College's past actions, apologizes for them, expresses its deep appreciation for the efforts of these students and their contemporaries in the fight for equal rights, and commits to continue the College's efforts to remedy the lingering effects of past injustices.

The foregoing Resolution was passed and adopted at a regular meeting of the Governing Board of the Solano Community College District on the 6th day of November 2019 by the Governing Board of Solano Community College District.

A. MARIE YOUNG, BOARD PRESIDENT

CELIA ESPOSITO-NOY, ED. D., SECRETARY

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>
Dale Crandall-Bear	Tenured Political Science Instructor 25 years; 4 months of service at SCC	5/22/2020

STUDENT SUCCESS IMPACT:

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

<i>Ed. Code: N/A</i>	<i>Board Policy: N/A</i>	<i>Estimated Fiscal Impact: N/A</i>
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SUPERINTENDENT'S RECOMMENDATION:

- APPROVAL DISAPPROVAL
- NOT REQUIRED TABLE

Mary Jones
Human Resources

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7263

TELEPHONE NUMBER

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

VICE PRESIDENT APPROVAL

October 25, 2019

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

November 6, 2019

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AWARD TO A3GEO, INC. FOR
 GEOTECHNICAL SERVICES FOR THE AERONAUTICS
 NUT TREE FACILITIES IMPROVEMENTS PROJECT**

REQUESTED ACTION:

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

SUMMARY:

Board approval is requested for the award of a contract to A3GEO, Inc. to provide geotechnical services for the Aeronautics Nut Tree Facilities Improvement project. The scope of work includes providing all work to produce a geotechnical report for this project and to provide geotechnical testing services once construction is underway.

CONTINUED ON THE NEXT PAGE

STUDENT SUCCESS IMPACT:

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

<i>Ed. Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact: \$17,100 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

Robert Diamond
 VP, Finance & Administration

VICE PRESIDENT APPROVAL

October 25, 2019

**DATE SUBMITTED TO
 SUPERINTENDENT-PRESIDENT**

Dr. Celia Esposito-Noy
 Superintendent-President

November 6, 2019

**DATE APPROVED BY
 SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AWARD TO A3GEO, INC. FOR
GEOTECHNICAL SERVICES FOR THE AERONAUTICS
NUT TREE FACILITIES IMPROVEMENTS PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

Proposals were solicited from all firms in the District's prequalified pool of Geotechnical Engineering firms. The District only received one (1) proposal from A3GEO, Inc.

A3GEO, Inc.'s proposal was evaluated and pricing was found to be appropriate for the scope of work requested. A3GEO Inc. is recommended for award of a contract for geotechnical services for the Aeronautics Nut Tree Facility Improvements project.

The Board is asked to approve a professional services contract to A3GEO, Inc., in the amount not to exceed \$17,100.

The agreement 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 CSW|ST2 FOR PROJECT
DESIGN SERVICES FOR THE AERONAUTICS NUT TREE
FACILITY IMPROVEMENTS PROJECT

REQUESTED ACTION:

- Information OR Approval
 Consent OR Non-Consent

SUMMARY:

Board Approval is requested for contract award to CSW|Stuber-Stroeh Engineering Group, Inc. (CSW|ST2) for project design services for the Aeronautics Nut Tree Facility Improvements Project. This project consists of a new sewer line connection and parking lot expansion at the college's hanger at the Nut Tree Airport.

CONTINUED ON NEXT PAGE

STUDENT SUCCESS IMPACT:

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

<i>Ed. Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact: \$30,580.00 Measure Q Funds</i>
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SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Lucky Lofton
Executive Bonds Manager

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 863-7855

TELEPHONE NUMBER

Robert V. Diamond
V.P. Finance and Administration

VICE PRESIDENT APPROVAL

October 25, 2019

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

October 25, 2019

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AWARD TO CSW|ST2 FOR PROJECT
DESIGN SERVICES FOR THE AERONAUTICS NUT TREE
FACILITY IMPROVEMENTS PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

The scope of work includes full design and engineering services for design/construction documents, bid phase services, and construction administration.

Due to CSW|ST2's experience and familiarity with the project site, this firm was contacted directly for a proposal. CSW|ST2 is part of the District's pre-qualified Civil Engineering Services Pool.

The proposal was evaluated, and pricing was found to be appropriate for the scope of work. CSW|ST2 is recommended for award of a contract for the Aeronautics Nut Tree Facility Improvements project.

The Board is asked to approve a professional services contract to CSW|Struber-Stroeh Engineering Group, Inc. (CSW|ST2), in the amount of \$30,580.00.

The agreement 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: **RENEWAL CLINICAL EXPERIENCE AGREEMENT
BETWEEN SOLANO COMMUNITY COLLEGE DISTRICT
AND CHILD START, NAPA, CALIFORNIA**

REQUESTED ACTION:

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

SUMMARY: A renewal clinical experience agreement between Solano Community College District and Child Start, Inc., 439 Devlin Road, Napa, California, is being presented for review and approval by the Governing Board. The approval of this agreement benefits the nursing program at Solano Community College by providing students with a long-term care, skilled nursing 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 Child Start, Inc., 439 Devlin Road, Napa, California.

STUDENT SUCCESS IMPACT:

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

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

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

ADDRESS
707-864-7108

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

VICE PRESIDENT APPROVAL

October 25, 2019
**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

November 6, 2019
**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

CLINICAL EXPERIENCE AGREEMENT

This Agreement is between Child Start, Inc. (hereinafter known as *AGENCY*) located at 439 Devlin Road, Napa, CA 94588 and **Solano Community College** (hereinafter known as *SCHOOL*) and located at **4000 Suisun Valley Road, Suisun, California 94534-3197** and is effective as of November 7, 2019.

RECITALS

- A. *AGENCY* owns and operates a program provides services to families and children including infant/toddler and pre-school in classrooms and homes and a home visiting program for pregnant women (hereinafter referred to as "Program").
- B. *SCHOOL* owns and operates an **Associate Degree Nursing Program** which is accredited by the **California Board of Registered Nursing**. *SCHOOL* desires its students to obtain practical experience at *AGENCY*'s Program 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 Program 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.

2. SCHOOL'S RESPONSIBILITIES

- A. Student Profile. *SCHOOL* shall complete and send to *AGENCY* a profile for each student enrolled in the Program which shall include the student's name, address and telephone number prior to the beginning of the planned clinical experience
- B. Schedule of Assignments. *SCHOOL* shall notify the *AGENCY* 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 *AGENCY* 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 *AGENCY*.
- F. Supervision. *SCHOOL* shall supervise all instruction and clinical experiences for students given at the *AGENCY*.
- G. Health Policy. *SCHOOL* shall provide *AGENCY*, prior to a student's arrival at the *AGENCY*, with proof of immunity consistent with *AGENCY* employee health policy and notify the *AGENCY* if student is a known carrier of an infectious or communicable disease. If such information indicates that patients of *AGENCY* would be placed at risk if treated by a particular student, *AGENCY* reserves the right to refuse to allow such student to participate in the clinical experience at *AGENCY*.
- 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 *AGENCY*.
 - 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 client information. No student shall have access to or have the right to receive any child and family record, except when necessary in the regular course of the clinical experience. The discussion, transmission or narration in any form by students of any client 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 *AGENCY* and wearing name badges identifying themselves as students.

- 7) Attending an orientation of *AGENCY* facilities provided by their instructors. Precepted students shall receive an orientation from the *AGENCY*.
- 8) Providing services to the *AGENCY*'s patients under the direct supervision of a faculty provided by *SCHOOL* or *AGENCY*-provided 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 *AGENCY* harmless from all liability and responsibilities therefore.

3. **AGENCY'S RESPONSIBILITIES**

- A. Clinical Experience. *AGENCY* 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. AGENCY Designee. *AGENCY* shall designate a member of *AGENCY*'s staff to participate with the designee of *SCHOOL* in planning, implementing and coordinating the training Program.
- C. Access to Facilities. *AGENCY* shall permit students enrolled in the Program access to *AGENCY* Facilities as appropriate and necessary for their Program, provided that the presence of the students shall not interfere with the activities of *AGENCY*. Facilities include space for clinical conferences and access to *AGENCY*'s Library (if available).
- D. Withdrawal of Students. *AGENCY* may request *SCHOOL* to withdraw from the Program any student who *AGENCY* determines is not performing satisfactorily, or who refuses to follow *AGENCY*'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 *AGENCY* desires to have the student withdrawn. Said request shall be complied with within five (5) days of receipt of same. *AGENCY* 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. *AGENCY* shall, on any day when student is receiving training at its Facilities, provide to students necessary emergency health care or first aid for accidents occurring in its Facilities. Except as provided regarding such emergencies, *AGENCY* 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. Student shall perform in a training capacity only and shall not be utilized as a substitute for trained professionals employed by the *AGENCY*.
- G. Staffing. *AGENCY* shall provide staff adequate in number and quality to insure safe and continuous health care services to patients. Student shall perform in training capacity only and shall not be utilized to treat patients in lieu of trained professionals employed by the *AGENCY*.
- H. Supervision. In situations of single preceptorships/internships, *AGENCY* shall assume daily supervision of student.

4. AFFIRMATIVE ACTION AND NON-DISCRIMINATION

The parties agree that all students receiving practicum 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 AGENCY

It is expressly agreed and understood by *SCHOOL* and *AGENCY* that students under this Program are in attendance for educational purposes, and such students are not considered employees of *AGENCY* 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, *AGENCY* 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. *AGENCY* 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 *AGENCY*, 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 *AGENCY* against liability arising from or incident to the use and operation of the *AGENCY* by the *SCHOOL*'s students and naming *AGENCY* 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 *AGENCY* 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 *AGENCY* of the cancellation of such insurance. The *SCHOOL* shall promptly notify the *AGENCY* 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 three (3) years thereafter .
- B. Renewal. This Agreement may be renewed for subsequent three (3) year terms, by either party giving the other at least 30 days prior written notice of their desire to renew, and the other party'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 *AGENCY*:

Debbie Peralez
Executive Director
Child Start Inc.
439 Devlin Rd.
Napa, CA 94588

Telephone: (707) 252-8931

2. Notice to the *SCHOOL*

Daniel Bridges, Ph.D.
Interim Dean, School of Health Sciences
Solano Community College
4000 Suisun Valley Road
Suisun, California 94585-3197

Telephone (707) 864-7208
FAX (707) 646-2062
Daniel.bridges@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. *AGENCY* 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 *AGENCY*; (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 *AGENCY*. 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 *AGENCY*, 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.

AGENCY

SCHOOL

Child Start, Inc.

Solano Community College

By:

By: Celia Esposito-Noy, Ed.D.

Title:

Title: Superintendent/President

Date:

Date:

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

TO: Members of the Governing Board

**SUBJECT: RENEWAL OF CLINICAL EXPERIENCE AGREEMENT
BETWEEN SOLANO COMMUNITY COLLEGE DISTRICT
AND UNIVERSITY RETIREMENT COMMUNITY AT
DAVIS**

REQUESTED ACTION:

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

SUMMARY: A renewal clinical experience agreement between Solano Community College District and University Retirement Community at Davis, is being presented for review and approval by the Governing Board. The approval of this agreement benefits the nursing program at Solano Community College by providing students with a long-term care, skilled nursing 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 Vacaville Convalescent and Rehabilitation Center, 585 Nut Tree Court, Vacaville, California.

STUDENT SUCCESS IMPACT:

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

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

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

ADDRESS
707-864-7108

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

VICE PRESIDENT APPROVAL

October 25, 2019

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

November 6, 2019

**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 7, 2019.

RECITALS

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

Now, therefore, the parties agree as follows:

1. GENERAL INFORMATION

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

2. SCHOOL'S RESPONSIBILITIES

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

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

3. HEALTH CENTER'S RESPONSIBILITIES

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

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

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

4. AFFIRMATIVE ACTION AND NON-DISCRIMINATION

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

5. STATUS OF SCHOOL AND HEALTH CENTER

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

6. INDEMNIFICATION

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

7. INSURANCE

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

8. TERM AND TERMINATION

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

9. GENERAL PROVISIONS

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

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

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

1. Notice to the *HEALTH CENTER*:

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

Telephone: (530) 747-7008

2. Notice to the *SCHOOL*

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

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

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

10. EXECUTION

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

HEALTH CENTER

SCHOOL

University Retirement Community at Davis, Inc.

Solano Community College

By: _____
Maria Burton

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

Title: _____
Administrator

Title: _____
Superintendent/President

Date: _____

Date: _____

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

TO: Members of the Governing Board

**SUBJECT: RENEWAL OF CLINICAL EXPERIENCE AGREEMENT
BETWEEN SOLANO COMMUNITY COLLEGE DISTRICT
AND UNIVERSITY RETIREMENT COMMUNITY AT
DAVIS FOR C.N.A./H.H.A. PROGRAM**

REQUESTED ACTION:

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

SUMMARY: A renewal clinical experience agreement between Solano Community College District and University Retirement Community at Davis 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 Certified Nursing Assistant or Home Health Aide students with a skilled-care nursing 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 Vacaville Convalescent and Rehabilitation Center, 585 Nut Tree Court, Vacaville, California.

STUDENT SUCCESS IMPACT:

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

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

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

ADDRESS
707-864-7108

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

VICE PRESIDENT APPROVAL

October 25, 2019

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

November 6, 2019

**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 7, 2019.

RECITALS

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

Now, therefore, the parties agree as follows:

1. GENERAL INFORMATION

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

2. SCHOOL'S RESPONSIBILITIES

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

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

3. HEALTH CENTER'S RESPONSIBILITIES

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

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

4. AFFIRMATIVE ACTION AND NON-DISCRIMINATION

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

5. STATUS OF SCHOOL AND HEALTH CENTER

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

6. INDEMNIFICATION

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

7. INSURANCE

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

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

8. TERM AND TERMINATION

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

9. GENERAL PROVISIONS

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

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

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

1. Notice to the *HEALTH CENTER*:

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

2. Notice to the *SCHOOL*

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

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

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

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

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

10. EXECUTION

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

HEALTH CENTER

SCHOOL

University Retirement Community at Davis, Inc.

Solano Community College

By: _____
Maria Burton

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

Title: Administrator

Title: Superintendent/President

Date: _____

Date: _____

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

TO: **Members of the Governing Board**

SUBJECT: **CLINICAL EXPERIENCE AGREEMENT BETWEEN
SOLANO COMMUNITY COLLEGE DISTRICT AND THE
SOLANO COUNTY OFFICE OF EDUCATION,
FAIRFIELD, CALIFORNIA**

REQUESTED ACTION:

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

SUMMARY: A new clinical experience agreement between Solano Community College District and Solano County Office of Education, Fairfield, California, is being presented for review and approval by the Governing Board. The approval of this agreement benefits the nursing program at Solano Community College by providing students with a facility where they can gain clinical experience with medically fragile children. The CCR for the Board of Registered Nursing, Section 1427 requires "A program that utilizes agencies and/or facilities for clinical experience shall maintain written agreements with such facilities." These agreements must be current, reviewed periodically, and revised, as indicated. A copy of the Agreement will be available in the Office of the Superintendent-President, in the Office of the Dean of the School of Health Sciences, and in the offices of Solano County Office of Education, 5100 Business Center Drive, Fairfield, California.

STUDENT SUCCESS IMPACT:

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

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

PRESENTER'S NAME
Daniel Bridges, Ph.D., Interim Dean, School of Health Sciences
4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS
707-864-7108

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

VICE PRESIDENT APPROVAL

October 25, 2019

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

November 6, 2019
**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

CLINICAL EXPERIENCE AGREEMENT

This Agreement is between Solano County Office of Education (hereinafter known as SCOE) located at **5100 Business Center Drive, Fairfield, CA 94534**, 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 7, 2019.

RECITALS

- A. *SCOE* operates schools and programs throughout Solano County for students with disabilities, medical conditions, and other special needs, pre-K through 12th grade (hereinafter referred to as "Facility").

SCHOOL owns and operates an **Associate Degree Nursing Program (ADN)** which is approved by the **California Board of Registered Nursing**. *SCHOOL* desires its students to obtain practical experience at *SCOE*'s facilities through participation in a clinical program for its **Registered Nursing** students ("Program").

- B. It is to the mutual benefit of the parties to this Agreement that the students of *SCHOOL*'s *Program* use such Facility for their clinical experience with medically fragile students.

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 *SCOE* 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 *SCOE* 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 *SCOE* 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 *SCOE*.
- F. Supervision. *SCHOOL* shall supervise all instruction and clinical experiences for students assigned in groups at *SCOE*.
- G. Health Policy. *SCHOOL* shall provide *SCOE*, prior to a student's arrival at the *SCOE sites*, with proof of immunity consistent with *SCOE* employee health policy and notify the *SCOE* if student is a known carrier of an infectious or communicable disease. If such information indicates that students of *SCOE* would be placed at risk if treated by a particular student, *SCOE* reserves the right to refuse to allow such student to participate in the clinical experience at *SCOE*.
- 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 *SCOE*.
 - 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 *SCOE* and wearing name badges identifying themselves as students.
 - 7) Attending an orientation of *SCOE* facilities provided by their instructors.
 - 8) Providing services to the *SCOE*'s students under the direct supervision of a faculty provided by *SCHOOL* or *SCOE*-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 *SCOE* harmless from all liability and responsibilities therefore.

3. *SCOE*'S RESPONSIBILITIES

- A. Clinical Experience. *SCOE* 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. *SCOE* Designee. *SCOE* shall designate a member of *SCOE*'s staff to participate with the designee of *SCHOOL* in planning, implementing and coordinating the training Program, including orientation.
- C. Access to Facilities. *SCOE* shall permit students enrolled in the Program access to *SCOE* Facilities as appropriate and necessary for their Program, provided that the presence of the students shall not interfere with the activities of *SCOE*. Facilities includes space for clinical conferences and access to *SCOE*'s Resources/ Library.
- D. Withdrawal of Students. *SCOE* may request *SCHOOL* to withdraw from the Program any student who *SCOE* determines is not performing satisfactorily, or who refuses to follow *SCOE*'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 *SCOE* desires to have the student withdrawn. Said request shall be complied with within five (5) days of receipt of same. *SCOE* reserves the right to suspend from participation immediately any student who poses an imminent danger of harm to students or others.

- E. Emergency Health Care/First Aid. *SCOE* 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, *SCOE* 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. *SCOE* shall provide staff adequate in number and quality to insure safe and continuous health care services to students. *SCOE* Students shall perform in a training capacity only and shall not be utilized to treat patients in lieu of trained professionals employed by the *SCOE*.

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 *SCOE* that students under this Program are in attendance for educational purposes, and such students are not considered employees of *SCOE* 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, *SCOE* 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. *SCOE* 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 *SCOE*, 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 *SCOE* against liability arising from or incident to the use and operation of the *SCOE* by the *SCHOOL*'s students and naming *SCOE* 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 *SCOE* 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 *SCOE* of the cancellation of such insurance. The *SCHOOL* shall promptly notify the *SCOE* 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 three (3) years thereafter.
- B. Renewal. This Agreement may be renewed for subsequent three (3) year terms, by either party giving the other at least 30 days prior written notice of their desire to renew, and the other party'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 Solano County Office of Education (SCOE):

Mike Minahen
Associate Superintendent, Human Resources/Educator Effectiveness
Solano County Office of Education
5100 Business Center Drive
Fairfield, CA 94585

Telephone: (707) 399-4441

2. Notice to the *SCHOOL*

Daniel Bridges, Ph.D.
Interim Dean, Health Sciences
Solano Community College
4000 Suisun Valley Road
Fairfield, California 94534-3197

Telephone: (707)864-7108
FAX: (707) 646-2062
Daniel.bridges@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. *SCOE* 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 *SCOE*; (ii) the licensing of health care practitioners; and (iii) the delivery of services to patients/students of governmentally regulated third party payers whose members/beneficiaries receive care from *SCOE*. 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 *SCOE*, 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.

SCOE

SCHOOL

Solano County Office of Education

Solano Community College

By: _____
Tommy Welch

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

Title: Deputy Superintendent, Administrative Services & Operations

Title: Superintendent-President

Date: _____

Date: _____

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

TO: Members of the Governing Board

**SUBJECT: AMENDED LOCAL AGREEMENT FOR CHILD
 DEVELOPMENT SERVICES – CALIFORNIA STATE
 PRESCHOOL PROGRAM (CSPP)**

REQUESTED ACTION:

Information OR Approval
 Consent OR Non-Consent

SUMMARY:

The Solano Community College Early Learning Center contracts with the California Department of Education to serve income eligible families with children ages 3-5 through the California State Preschool Program (CSPP).

CONTINUED ON NEXT PAGE:

STUDENT SUCCESS IMPACT:

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

<i>Ed. Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact: NTE \$546,759.00 *Paid to District</i>
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SUPERINTENDENT’S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Robert V. Diamond
 Vice President, Finance and Administration

PRESENTER’S NAME

4000 Suisun Valley Road
 Fairfield, CA 94534

ADDRESS

707-864-7209

TELEPHONE NUMBER

Robert V. Diamond, Finance and Administration

VICE PRESIDENT APPROVAL

October 24, 2019

**DATE SUBMITTED TO
 SUPERINTENDENT-PRESIDENT**

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

November 06, 2019

**DATE APPROVED BY
 SUPERINTENDENT-PRESIDENT**

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

TO: **Members of the Governing Board**

SUBJECT: **AMENDED LOCAL AGREEMENT FOR CHILD
DEVELOPMENT SERVICES – CALIFORNIA STATE
PRESCHOOL PROGRAM (CSPP)**

REQUESTED ACTION:

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

SUMMARY:

CONTINUED FROM PREVIOUS PAGE:

Board approval is requested for the amended agreement with the State of California, dated July 1, 2019, designated as number CSPP-9607, which states that the Solano Community College District shall be funded at a maximum reimbursable amount of \$546,759.00 in place of the original contract amount of \$524,046.00. Payment of this amount is contingent upon the District fulfilling the terms and conditions of the Solano County Local Individualized Subsidized Child Care Plan.

The contract is effective from July 1, 2019 through June 30, 2020 for 191 days of child enrollment at a daily rate not to exceed \$49.85 per child in place of \$48.28 per child for subsidized child care services.

The original contract was presented for Board approval on September 18, 2019. The amendment represents legislation actions that occurred after the original contract was submitted at the beginning of the fiscal year.



CALIFORNIA DEPARTMENT OF EDUCATION

1430 N Street

Sacramento, CA 95814-5901

F. Y. 19 - 20

Amendment 01

DATE: July 01, 2019

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

Budget Act/Rate Change/Add Pilot Language

CONTRACT NUMBER: CSPP-9607

PROGRAM TYPE: CALIFORNIA STATE
PRESCHOOL PROGRAM

PROJECT NUMBER: 48-07055-00-9

CONTRACTOR'S NAME: SOLANO COMMUNITY COLLEGE DISTRICT

This agreement with the State of California dated July 01, 2019 designated as number CSPP-9607 shall be amended in the following particulars but no others:

The Contractor agrees to comply with the terms and conditions of the Solano County Local Individualized Subsidized Child Care Plan (hereafter the "SOLANO COUNTY PILOT PLAN") as specifically approved by letter from the California Department of Education, dated July 31, 2019. The Contract must meet the specifications of the STATE PRESCHOOL PROGRAM REQUIREMENTS except where the SOLANO COUNTY PILOT PLAN allows for exceptions.

The Maximum Reimbursable Amount (MRA) payable pursuant to the provisions of this agreement shall be amended by deleting reference to \$524,046.00 and inserting \$546,759.00 in place thereof.

The Maximum Rate per child day of enrollment payable pursuant to the provisions of the agreement shall be amended by deleting reference to \$48.28 and inserting \$49.85 in place thereof.

SERVICE REQUIREMENTS

The minimum Child Days of Enrollment (CDE) Requirement shall be amended by deleting reference to 10,854.0 and inserting 10,968.1 in place thereof.

Minimum Days of Operation (MDO) Requirement shall be 191. (No change)

EXCEPT AS AMENDED HEREIN all terms and conditions of the original agreement shall remain unchanged and in full force and effect.

STATE OF CALIFORNIA		CONTRACTOR			
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)			
PRINTED NAME OF PERSON SIGNING Jaymi Brown,		PRINTED NAME AND TITLE OF PERSON SIGNING <i>Celia Exposito-Noy, Ed.D., Superintendent President</i>			
TITLE Contract Manager		ADDRESS <i>4000 Guigun Valley Rd., Fairfield, CA 94534</i>			
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 22,713	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General			
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 524,046	(OPTIONAL USE) 0656 23038-7055	Department of General Services use only			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 546,759	ITEM 30.10.010. 6100-196-0001	CHAPTER B/A	STATUTE 2019	FISCAL YEAR 2019-2020	
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO. B.R. NO.			
SIGNATURE OF ACCOUNTING OFFICER		DATE			

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: AMENDED LOCAL AGREEMENT FOR CHILD
DEVELOPMENT SERVICES – GENERAL CHILD CARE &
DEVELOPMENT PROGRAM (CCTR)

REQUESTED ACTION:

Information OR Approval
 Consent OR Non-Consent

SUMMARY:

The Solano Community College Early Learning Center contracts with the California Department of Education to serve income eligible families with children under age 3 through the General Child Care & Development Program (CCTR).

CONTINUED ON NEXT PAGE:

STUDENT SUCCESS IMPACT:

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

Ed. Code: Board Policy: Estimated Fiscal Impact: NTE \$414,467.00 *Paid to District

SUPERINTENDENT’S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Robert V. Diamond
Vice President, Finance and Administration

PRESENTER’S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7209

TELEPHONE NUMBER

Robert V. Diamond, Finance and Administration

VICE PRESIDENT APPROVAL

October 24, 2019

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

November 06, 2019

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: **Members of the Governing Board**

SUBJECT: **AMENDED LOCAL AGREEMENT FOR CHILD
DEVELOPMENT SERVICES – GENERAL CHILD CARE &
DEVELOPMENT PROGRAM (CCTR)**

REQUESTED ACTION:

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

SUMMARY:

CONTINUED FROM PREVIOUS PAGE:

Board approval is requested for the amended agreement with the State of California, dated July 1, 2019, designated as number CCTR-9283, which states that the Solano Community College District shall be funded at a maximum reimbursable amount of \$414,467.00 in place of the original contract amount of \$364,651.00. Payment of this amount is contingent upon the District fulfilling the terms and conditions of the Solano County Local Individualized Subsidized Child Care Plan.

The contract is effective from July 1, 2019 through June 30, 2020 for 191 days of child enrollment at a daily rate not to exceed \$49.54 per child in place of \$47.98 per child for subsidized child care services.

The original contract was presented for Board approval on September 18, 2019. The amendment represents legislation actions that occurred after the original contract was submitted at the beginning of the fiscal year.



CALIFORNIA DEPARTMENT OF EDUCATION

1430 N Street

Sacramento, CA 95814-5901

F.Y. 19 - 20

Amendment 01

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

Budget Act/Rate Change/Add Pilot Language

DATE: July 01, 2019

CONTRACT NUMBER: CCTR-9283

PROGRAM TYPE: GENERAL CHILD CARE & DEV PROGRAMS

PROJECT NUMBER: 48-07055-00-9

CONTRACTOR'S NAME: SOLANO COMMUNITY COLLEGE DISTRICT

This agreement with the State of California dated July 01, 2019 designated as number CCTR-9283 shall be amended in the following particulars but no others:

The Contractor agrees to comply with the terms and conditions of the Solano County Local Individualized Subsidized Child Care Plan (hereafter the "SOLANO COUNTY PILOT PLAN") as specifically approved by letter from the California Department of Education, dated July 31, 2019. The Contract must meet the specifications of the STATE PRESCHOOL PROGRAM REQUIREMENTS except where the SOLANO COUNTY PILOT PLAN allows for exceptions.

The Maximum Reimbursable Amount (MRA) payable pursuant to the provisions of this agreement shall be amended by deleting reference to \$364,651.00 and inserting \$414,467.00 in place thereof.

The Maximum Rate per child day of enrollment payable pursuant to the provisions of the agreement shall be amended by deleting reference to \$47.98 and inserting \$49.54 in place thereof.

SERVICE REQUIREMENTS

The minimum Child Days of Enrollment (CDE) Requirement shall be amended by deleting reference to 7,600.0 and inserting 8,366.0 in place thereof.

Minimum Days of Operation (MDO) Requirement shall be 191. (No change)

EXCEPT AS AMENDED HEREIN all terms and conditions of the original agreement shall remain unchanged and in full force and effect.

STATE OF CALIFORNIA		CONTRACTOR	
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)	
PRINTED NAME OF PERSON SIGNING Jaymi Brown,		PRINTED NAME AND TITLE OF PERSON SIGNING <i>Celia Esposito-Hoy, EDD, Superintendent President</i>	
TITLE Contract Manager		ADDRESS <i>4000 Guisun Valley Rd., Fairfield, CA 94534</i>	
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 49,816	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Department of General Services use only	
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 364,651	(OPTIONAL USE) See Attached		
TOTAL AMOUNT ENCUMBERED TO DATE \$ 414,467	ITEM See Attached	CHAPTER	STATUTE
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702	FISCAL YEAR	
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.
SIGNATURE OF ACCOUNTING OFFICER See Attached		DATE	

CONTRACTOR'S NAME: SOLANO COMMUNITY COLLEGE DISTRICT

CONTRACT NUMBER: CCTR-9283

Amendment 01

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 0	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 80,115	(OPTIONAL USE)0656 13609-7055	FC# 93.596	PC# 000321	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 80,115	ITEM 30.10.020.001 6100-194-0890	CHAPTER B/A	STATUTE 2019	FISCAL YEAR 2019-2020
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 0	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 36,828	(OPTIONAL USE)0656 15136-7055	FC# 93.575	PC# 000324	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 36,828	ITEM 30.10.020.001 6100-194-0890	CHAPTER B/A	STATUTE 2019	FISCAL YEAR 2019-2020
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 49,816	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		
PRIOR AMOUNT ENCUMBERED \$ 247,708	(OPTIONAL USE)0656 23254-7055			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 297,524	ITEM 30.10.020.001 6100-194-0001	CHAPTER B/A	STATUTE 2019	FISCAL YEAR 2019-2020
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590			

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above. SIGNATURE OF ACCOUNTING OFFICER	T.B.A. NO.	B.R. NO.
	DATE	-61-

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

TO: Members of the Governing Board
SUBJECT: BOARD STUDY SESSION – BS DEGREE PROGRAM UPDATE

REQUESTED ACTION:

Information OR Approval
 Consent OR Non-Consent

SUMMARY:

An update will be presented by VP David Williams and Dean Joseph Ryan.

STUDENT SUCCESS IMPACT:

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

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

David Williams
Vice President, Academic Affairs

PRESENTER’S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 864-7000

TELEPHONE NUMBER

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

VICE PRESIDENT APPROVAL

October 25, 2019

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

November 6, 2019
**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**