

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: EAST BAY MUNICIPAL UTILITY DISTRICT AND
SOLANO COMMUNITY COLLEGE DISTRICT WORK
EXPERIENCE PROGRAM AGREEMENT

REQUESTED ACTION: APPROVAL

SUMMARY:

East Bay Municipal Utilities District (EBMUD) has a shortage of qualified Water/Wastewater Plant Operator candidates. SCC operates a successful Water/Wastewater Plant Operator training program, so EBMUD approached SCC to discuss an internship program. Under the terms of the proposed agreement, EBMUD would provide funding to the Solano Community College Educational Foundation (SCCEF) for a maximum of five full-time/part-time interns that would receive scholarships in the amount of \$7,600 each. The student interns must be enrolled in the SCC Water and Wastewater Technology Certificate Program as well as the SCC Work Experience Program. In addition, eligible students must have completed a minimum of three units in Water courses and four units in Wastewater courses.

All interns will be placed with EBMUD in the spring semester of 2014. EBMUD will select the students and determine whether they have successfully completed the Work Experience Program requirements. The College Occupational Education Coordinator will determine if the students have met the SCC Cooperative Experience program requirements. The College will then advise SCCEF which students qualify for scholarship payments.

Government Code: EC 72670 (e) Board Policy: Estimated Fiscal Impact: \$ 40,000
2013-2014 BOT Goals: Goal #3 Access and Success
2013-2014 CEO Goals: Goal #2 Implement Master Plans/Educational Master Plan

SUPERINTENDENT'S RECOMMENDATION:

Curt Johnston, Interim Executive Director
Educational Foundation

APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

PRESENTER'S NAME

360 Campus Lane, Suite 201
Fairfield, CA 94534

ADDRESS

707-864-7141

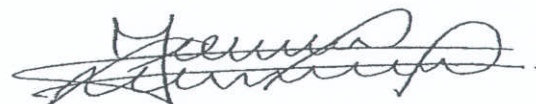
TELEPHONE NUMBER

SCC Educational Foundation

ORGANIZATION

November 8, 2013

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**



JOWEL C. LAGUERRE, Ph.D.
Superintendent-President

November 8, 2013

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**



East Bay Municipal Utility District and Solano Community College

College Work Experience Program AGREEMENT

This agreement is made and entered into by and between the East Bay Municipal Utility District (EBMUD) and Solano County Community College District, on behalf of its Solano Community College.

Whereas, EBMUD has experienced and expects a continued shortage of diverse, qualified job candidates for its entry-level Water/Wastewater Plant Operator; and

Whereas, Solano Community College administers a Cooperative Work Experience program to provide exposure to plant operator and other applicable entry-level construction trades to diverse students enrolled in its CTE Degree and Certificate Programs:

- Associate Degree and Certificate of Achievements –Water and Wastewater Technology; and
- Whereas EBMUD agrees to provide a place for work-based learning to up to five students participating in Solano Community College Work Experience Program and other construction programs.

EBMUD and Solano Community College agree as follows:

GENERAL UNDERSTANDING

- 1) The parties understand and agree that the Solano Community College Educational Foundation program is primarily a student-focused learning experience. It is further understood that student interns are not employees of EBMUD and shall not be entitled to any form of employment-related compensation or benefits, including but not limited to workers' compensation benefits.
- 2) The parties understand and agree that the intern must work and learn under the supervision of an EBMUD professional on-site. That person will function as a "co-educator" with the student's Work Experience Program Instructor during the student's placement.
- 3) Both parties understand and agree that the work-based learning activities must relate to student's occupational field of study or career goal, and/or to a professional field where that knowledge would be utilized.
- 4) EBMUD will provide accurate and complete position descriptions for each potential work-based learning opportunity and each position will provide students with professionally oriented activities similar to those a new entrant in the field would experience.
- 5) If requested, EBMUD will meet with the student's Work Experience Program Instructor on-site and will provide such assistance as necessary to allow the student to accomplish his or her Cooperative Work Experience course assignments (such as Progress Reports, Field Report, and support for/evaluation of Student Learning Objectives).
- 6) Solano Community College will comply with the following statement of Non-Discrimination:

Solano Community College does not discriminate on the basis of race, color, national origin, sex, sexual orientation, disability, or age in any of its policies, procedures, or practices, in compliance with Title VI of the Civil Rights Act of 1964 (pertaining to race, color, and national origin), Title IX of the Educational Amendments of 1972 (pertaining to sex), Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975 (pertaining to age), and Board Policy 2001. This nondiscrimination policy covers admission and access to, as well as treatment and employment in the college's programs and activities, including vocational education. Inquiries regarding the equal opportunity policies, the filing of grievances, or requests for a copy of the college's grievance procedures may be directed to the following: disability support services coordinator for disability related issues; Title IX, Sexual Harassment Title VI, discrimination based on race, color, or national origin, the vice president of student services, Administration Building, or the dean of student life in the Student Union Building.

- 7) The parties understand and agree that students officially enrolled in College's Cooperative Work Experience or other similar work experience courses as part of their college curriculum who are assigned to EBMUD are covered members under the Solano County Community College District's liability insurance.
- 8) The parties understand and agree that while students are not entitled to wages for time spent in the COOP program, a stipend/scholarship may be paid to participating students pursuant to the Cooperative Work Experience Program Agreement between EBMUD and the Educational Foundation. Such payment of scholarships shall not be construed as wages. The Solano Community College Administrator of the College Cooperative Work Experience Education, Debra Berrett, Occupational Education Coordinator, will have sole discretion to determine if students have fully met the College Cooperative Work Experience Education requirement to complete their COOP assignment with a minimum grade of 2.0/C and will advise the Educational Foundation regarding which students are eligible for scholarship payments and the amount to award to each Cooperative Experience student.
- 9) EBMUD understands and agrees to inform student participants of potential health and safety risk inherent in an off-campus work-based learning activity and shall inform students of EBMUD health and safety practices.
- 10) Solano County Community College District expressly agrees to defend, indemnify, and hold harmless EBMUD and its Directors, officers, agents and employees from and against any and all loss, liability, expense, claims, suits, and damages, including attorneys' fees, arising out of or resulting from Solano County Community College District, its associates', employees', or other agents' negligent acts or willful misconduct, in the operation and/or performance under this Agreement.
- 11) EBMUD expressly agrees to defend, indemnify, and hold harmless Solano County Community College District and its Directors, officers, agents and employees from and against any and all loss, liability, expense, claims, suits, and damages, including attorneys' fees, arising out of or resulting from EBMUD, its Directors', its associates', employees', or other agents' negligent acts or willful misconduct, in the operation and/or performance under this Agreement.
- 12) Each of the parties agrees to waive their rights to subrogation of worker's compensation and general liability claims. The Covered Party's Worker's Compensation and General Liability