

SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

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

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EMPLOYMENT 2017-2018

Regular Assignment

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Victoria Lamica	Director of Purchasing and Support Services (ALG Range 49/Step 5)	06/11/18
Sidney Laws	Photography Lab Technician Part-Time 10-Month (CSEA Range 14/Step 2)	05/08/18

Part-Time Adjunct Assignment

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Jessica Cromheecke	Adjunct Instructor- Biology (not to exceed 67%)	06/11/18

Ten/Eleven-month Classified Employees Working Summer Session

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Sidney Laws	Photography Lab Technician	06/06/18 – 08/02/18	\$23.26 hr.

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Mary Jones  
Human Resources

May 25, 2018

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Date Submitted

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

June 6, 2018

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Date Approved

**Short-term/Temporary/Substitute**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Fund/Grant Name</u></b>	<b><u>Effective</u></b>	<b><u>Amount</u></b>
Dorene Adams	Nursing Cohort Assistant	Assessment and Retention Grant	05/04/18 – 06/30/18	\$50.00 hr.
Alison Bolton	Instructor	Vallejo Career Pathways Trust Grant	06/11/18 – 06/29/18	\$66.67 hr.
Theresa Brunner	Instructor	Vallejo Career Pathways Trust Grant	06/11/18 – 06/29/18	\$60.69 hr.
Kathleen Callison	Instructor	Vallejo Career Pathways Trust Grant	06/11/18 – 06/29/18	\$60.69 hr.
Kelly Decker	Instructor	Vallejo Career Pathways Trust Grant	06/11/18 – 06/29/18	\$71.72 hr.
John Gaines	Lab Technician	General Fund	05/18/18 – 05/24/18	\$26.63 hr.
Derek Lan	Academic Senate	General Fund	01/11/18 – 05/14/18	(Revised) \$500.00 one-time payment
Gema Leon	Lab Technician	General Fund	05/18/18 – 05/24/18	\$24.33 hr. (Revised)
Jan Lee Marshall	Instructor	Vallejo Career Pathways Trust Grant	06/11/18 – 06/29/18	\$58.59 hr.
Courtney Nelson	Teaching Apprentice	BSOTT (Transformation Grant)	06/07/18 – 06/30/18	\$21.00 hr.
Robert Nunez	Recognition Celebration	Student Equity	05/17/18 – 05/17/18	\$100.00 one-time special pay
Chanelle Pagano	Admissions and Records Generalist	Matriculation	06/07/18 – 06/30/18	\$16.56 hr.
Scott Parrish	Athletic Camp Coordinator	Swim Trust	05/04/18 – 05/06/18	\$50.00 hr.
Scott Parrish	Instructor	Vallejo Career Pathways Trust Grant	06/11/18 – 06/29/18	\$69.05 hr.
Theresa Pearson-Bloom	Instructor	Vallejo Career Pathways Trust Grant	06/11/18 – 06/29/18	\$69.05 hr.

**Short-term/Temporary/Substitute (Cont.)**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Fund/Grant Name</u></b>	<b><u>Effective</u></b>	<b><u>Amount</u></b>
Antoinette Remlinger	Admissions and Records Generalist	Matriculation	06/07/18 – 06/30/18	\$16.56 hr.
Gulnur Sanden	Biotech Science Lab Development	Baccalaureate Pilot Degree Program	06/01/18 – 06/30/18	\$71.72 hr.
Sara Simmons	Lab Technician	General Fund	05/18/18 – 05/24/18	\$24.33 hr. (Revised)
Antoinette Troupe-Gardner	Recognition Celebration	Student Equity	05/17/18 – 05/17/18	\$50.00 one-time special pay
Thomas Trujillo	Recognition Celebration	Student Equity	05/17/18 – 05/17/18	\$100.00 one-time special pay
Rebecca Valentino	Theatre House Manager	General Fund	03/23/18 – 06/30/18	\$12.50 hr.

**RESIGNATIONS**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Effective</u></b>
Joanna Cortez	Instructional Lab Assistant – Art and Photography	06/29/18
Lisa “Lee” Kaplan	Full Time English Professor	05/24/18
Carica Macariola	Kinesiology Athletic Assistant – 11 Month	06/29/18
Joel Powell	Full Time Political Science Professor	05/24/18

**EMPLOYMENT 2018-2019**

**Part-Time Adjunct Assignment**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Effective</u></b>
Kristina Ferree	Adjunct Instructor- Biology (not to exceed 67%)	08/09/18

**Short-term/Temporary/Substitute**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Fund/Grant Name</u></b>	<b><u>Effective</u></b>	<b><u>Amount</u></b>
Angelito Guevarra	Custodian	General Fund	07/02/18 – 06/30/19	\$13.62 hr.
Tuyen Minh Le	Custodian	General Fund	07/02/18 – 06/30/19	\$13.62 hr.
Courtney Nelson	Teaching Apprentice	BSOTT (Transformation Grant)	07/01/18 – 06/30/19	\$21.00 hr.

SOLANO COMMUNITY COLLEGE HUMAN RESOURCES CONSENT CALENDAR

Governing Board Meeting

June 6, 2018

Page 4

**Short-term/Temporary/Substitute (Cont.)**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Fund/Grant Name</u></b>	<b><u>Effective</u></b>	<b><u>Amount</u></b>
Hoi Nguyen	Custodian	General Fund	07/02/18 – 06/30/19	\$13.62 hr.
Narisa Orosco- Woolworth	Counselor	SSSP	07/01/18 – 06/30/19	\$66.67 hr.
Alfonso Salinas	Custodian	General Fund	07/02/18 – 06/30/19	\$13.62 hr.
Jourdan Terry- Hilliard	EOPS Registration Aid	EOPS/CARE	07/01/18 – 06/30/19	\$15.00 hr.
Emily Wade	EOPS/CARE Registration Aid	EOPS/CARE	07/01/18 – 06/30/19	\$15.00 hr.
Katrina Wauer	EOPS/CARE Registration Aid	EOPS/CARE	07/01/18 – 06/30/19	\$15.00 hr.
Roxana Zeedyk	EOPS Registration Aid	EOPS	07/01/18 – 06/30/19	\$15.00 hr.

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

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

**PERSONAL SERVICES AGREEMENTS**

**Superintendent-President’s Office**  
**Celia Esposito-Noy, Superintendent-President**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Effective</u></b>	<b><u>Amount</u></b>
Rita Cameron Wedding	Provide implicit bias training to faculty, staff and managers.	August 1, 2018 – November 1, 2018	Not to exceed \$11,000.00

**Academic Affairs**  
**David Williams, Vice President**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Effective</u></b>	<b><u>Amount</u></b>
Kristeena Alder	Provide professional feedback for students and assess their design portfolio.	May 22, 2018	Not to exceed \$150.00
CreatorUp, Inc.	Develop and produce videos of student success stories for the colleges participating in the Self-employment Pathways in the Gig Economy Project.	May 21, 2018 – June 30, 2018	Not to exceed \$1,800.00
Dagmar Kuta	Provide professional feedback for students and assess their design portfolio.	May 21, 2018	Not to exceed \$150.00

**Robert V. Diamond**

Vice President, Finance & Administration

**Celia Esposito-Noy, Ed.D.**

Superintendent-President

May 25, 2018

**Date Submitted**

May 25, 2018

**Date Approved**

**CONSENT CALENDAR – FINANCE & ADMINISTRATION**

Personal Services Agreements

Page 2 of 2

**Student Services**  
**Gregory Brown, Vice President**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Effective</u></b>	<b><u>Amount</u></b>
Kimberly Kopp	Learning disability assessments and consultation.	June 4, 2018 – June 30, 2018	Not to exceed \$11,200.00

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

**TO:** Members of the Governing Board

**SUBJECT:** NOTICE OF COMPLETION FOR CONSTRUCTION SERVICES FOR THE BUILDING 1000 RE-ROOFING PROJECT

**REQUESTED ACTION:**

- Information OR  Approval  
 Consent OR  Non-Consent

**SUMMARY:**

Board approval is requested for the Building 1000 Re-Roofing Project Notice of Completion. On January 17, 2018, Solano County Roofing, Inc. was awarded a contract for the Building 1000 Re-Roofing Project. The scope of work included demolition and removal of an existing tile roof system and installation of a new standing seam metal roofing system, roof drains, rainwater leaders, and patching of existing finishes for Building 1000 on the District’s Fairfield campus.

The work on this project is complete, and at this time the District gives notice and certifies that:

- The project has been inspected and complies with the plans and specifications;
- The contractor has completed the work;
- The contract for the project is accepted and complete; and
- Upon Board approval a Notice of Completion will be filed with Solano County for the project.

**STUDENT SUCCESS IMPACT:**

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

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

Myron Hord  
 Interim Director of Facilities

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

**ADDRESS**  
  
 (707) 863-7855

**TELEPHONE NUMBER**  
 Robert V. Diamond  
 Vice President, Finance & Administration

**VICE PRESIDENT APPROVAL**  
  
 May 23, 2018

**DATE SUBMITTED TO  
 SUPERINTENDENT-PRESIDENT**

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

June 6, 2018  
**DATE APPROVED BY  
 SUPERINTENDENT-PRESIDENT**

RECORDING REQUESTED BY:

When recorded mail to:

Lucky Lofton, Executive Bonds Manager  
Solano Community College District  
4000 Suisun Valley Road  
Fairfield, CA 94534

### Notice of Completion

*State/local governmental entity recording fee when document is for the benefit of the government entity – GC6103 (no fee)  
Must be recorded within 10 days after completion*

In execution of this Notice, notice is hereby given that:

1. The undersigned is an owner or agent of an owner of the estate or interest stated below.
2. The name of the owner is Solano Community College District.
3. The address of the owner is 4000 Suisun Valley Road, Fairfield, CA 94534.
4. The nature of the estate or interest is: Solano Community College District in fee.
5. The name and addresses of all co-owners, if any, who hold any title or interest with the above-named owner in the property are:

NAMES

ADDRESSES

- 
6. Work of modernization on the property hereinafter described was completed on: 6/6/2018
  7. The Project Name is: Building 1000 Re-Roofing Project
  8. DSA Number (if applicable): N/A
  9. The contractor for such work of modernization is: Solano County Roofing, Inc.
  10. The name of the contractor's Surety Co. is: N/A
  11. The date of contract between the contractor and the above owner is 1/17/2018
  12. The street address of said property is: 4000 Suisun Valley Road, Fairfield, California 94534
  13. APN #: 0027-242-110
  14. The property on which said work of modernization was completed is in the City of Fairfield, County of Solano, State of California, and is described as follows: Demolition and removal of existing tile roofing system and installation of new standing seam metal roofing system.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Owner – Celia Esposito-Noy, Ed. D.  
Solano Community College District

### Verification

I, undersigned, say:

I am Executive Bonds Manager Lucky Lofton  
("President," "Owner," "Manager," etc.)

Of the declarant of the foregoing completion; I have read said Notice of Completion and know the contents thereof; the same is true of my own knowledge.

I declare under penalty of perjury that the foregoing is correct and true.

Executed on \_\_\_\_\_, at Fairfield, California.  
(City or Town where signed)

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

**TO: Members of the Governing Board**

**SUBJECT: RESOLUTION NO. 17/18-32 SPECIFICATIONS OF  
 THE ELECTION ORDER FOR A CONSOLIDATED  
 BOARD MEMBER ELECTION (SOLANO COUNTY)**

**REQUESTED ACTION:**

- Information    OR     Approval  
 Consent        OR     Non-Consent

**SUMMARY:**

Pursuant to Elections Code Section 1302 and Education Code Section 5000 the Governing Board of Solano Community College District is required to adopt a resolution stating that an election is ordered for November 6, 2018, for the purpose of electing persons to fill the office of four members for a four-year term to the office of community college trustee. This election shall be consolidated with the election to be held on November 6, 2018.

*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:

*Government Code: EC Section 5000; 5420 Board Policy: 1008 Estimated Fiscal Impact: \$240,000  
 Elections Code Section 1302*

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

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

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**PRESENTER'S NAME**

4000 Suisun Valley Road  
 Fairfield, CA 94534

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**ADDRESS**

707 864-7299

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**TELEPHONE NUMBER**

Administration

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**ORGANIZATION**

May 24, 2018

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**DATE SUBMITTED TO  
 SUPERINTENDENT-PRESIDENT**

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

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June 6, 2018

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**DATE APPROVED BY  
 SUPERINTENDENT-PRESIDENT**

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

**TO: Members of the Governing Board**

**SUBJECT: RESOLUTION NO. 17/18-32 SPECIFICATIONS OF  
THE ELECTION ORDER FOR A CONSOLIDATED  
BOARD MEMBER ELECTION (SOLANO COUNTY)**

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**SUMMARY:**

**CONTINUED FROM PREVIOUS PAGE:**

Candidates, including incumbents, shall pay the costs of the publication of the optional candidate's statement. The candidate's statement shall not exceed 200 words.

The District agrees to reimburse the Registrar of Voters for Solano County in accordance with the provisions of the Education Code.

The estimated fiscal impact is determined by the recommendation from the Registrar's Office to allot \$5 - \$10 per voter depending on the area. If candidates run unopposed, costs would be less.

Governing Board members whose terms expire in 2018 are:

Trustee **Area No. 1:** Pamela Keith  
Trustee **Area No. 2:** A. Marie Young  
Trustee **Area No. 4:** Denis Honeychurch  
Trustee **Area No. 6:** Sarah Chapman

It is recommended that the Governing Board adopt Resolution No. 17/18 -32.

SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD

RESOLUTION NO. 17/18 - 32

SPECIFICATIONS OF THE ELECTION ORDER FOR A  
CONSOLIDATED BOARD MEMBER ELECTION

**WHEREAS**, pursuant to Elections Code section 1302 and Education Code section 5000, a regular biennial election for members of the Solano Community College District Governing Board will be conducted on November 6, 2018, for the purpose of electing persons to fill the offices of members of the Board whose terms expire December 7, 2018.

**NOW, THEREFORE, BE IT RESOLVED AND ORDERED THAT:**

1. Pursuant to Education Code section 5304, a governing board member election is hereby ordered for November 6, 2018, for the purpose of electing persons to fill the offices of members whose terms expire December 7, 2018; and
2. Pursuant to Education Code sections 5340 through 5345, said governing board member election shall be consolidated with any other school district, community college, county board of education, or other election to be held on November 6, 2018; and
3. The Solano County Superintendent of Schools, pursuant to Education Code section 5302, shall call said governing board member election in accordance with the provisions of this resolution and order; and
4. The form of the matter to be voted upon, as it shall appear on the ballot is as follows:

SOLANO COMMUNITY COLLEGE DISTRICT Trustee Area 1	Vote for One
_____	
_____	

SOLANO COMMUNITY COLLEGE DISTRICT Trustee Area 2	Vote for One
_____	
_____	

SOLANO COMMUNITY COLLEGE DISTRICT Trustee Area 4	Vote for One
_____	
_____	

SOLANO COMMUNITY COLLEGE DISTRICT Trustee Area 6	Vote for One
_____	
_____	

5. The candidates, including incumbents, will pay the costs of the publication of the optional candidate's statement to be included in the sample ballot, pursuant to Elections Code section 13307, and the candidate's statement shall not exceed 200 words; and

6. The Governing Board of the Solano Community College District agrees to reimburse the Solano County Registrar of Voters for actual costs accrued for this election, such costs to be calculated by the proration method set forth in the County's current Election Costs Allocation Procedures on the basis of the amount of services provided to the Solano Community College District in accordance with the California Education Code; and

7. The Solano County Registrar of Voters, as applicable, is authorized to canvass the returns of the election, and the consolidation shall be governed by Education Code section 5342, regarding election procedures; and

8. A certified copy of this resolution shall be sent to the Solano County Superintendent of Schools as required by Education Code section 5322.

PASSED AND ADOPTED by the Governing Board of the Solano Community College District of Solano County, California, this sixth day of June 2018, by the following vote:

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

CERTIFICATION

I, Dr. Celia Esposito-Noy, do hereby certify that I am Secretary of the Governing Board of the Solano Community College District of Solano County, California, and that the foregoing is a true and correct copy of a resolution passed and adopted by said Board at a regular meeting thereof at the time and by the vote above stated, which resolution is on file in the administrative offices of said school district.

\_\_\_\_\_  
Celia Esposito-Noy, Ed.D., Secretary  
Solano Community College District

\_\_\_\_\_  
Sarah Chapman, Ph.D., Governing Board President  
Solano Community College District



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

**TO:** **Members of the Governing Board**

**SUBJECT:** **RESOLUTION NO. 16/17-33 DECLARING JUNE 2018 AS  
LGBTQ PRIDE MONTH**

**REQUESTED ACTION:**

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

**SUMMARY:**

Resolution No. 17/18-33 declares June 2018 as Lesbian, Gay, Bisexual, Transgender, and Queer/Questioning (LGBTQ) Pride Month to acknowledge that all Americans are affected as long as the promise of equality for all remains unfulfilled, to urge everyone to work together to advance the principles upon which our great Nation was founded, and that during LGBTQ Pride Month we call upon everyone in the Solano Community College District to promote equal rights for all regardless of sexual orientation or gender identity, and to eliminate prejudice everywhere it exists, and to celebrate the great diversity of the American people.

Approval is requested at this time.

**STUDENT SUCCESS IMPACT:**

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

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

\_\_\_\_\_  
**PRESENTER’S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534  
\_\_\_\_\_  
**ADDRESS**

(707) 864-7299  
\_\_\_\_\_  
**TELEPHONE NUMBER**

\_\_\_\_\_  
**VICE PRESIDENT APPROVAL**

May 24, 2018  
\_\_\_\_\_  
**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

\_\_\_\_\_  
**Celia Esposito-Noy, Ed.D.**  
Superintendent-President

June 6, 2018  
\_\_\_\_\_  
**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

**SOLANO COMMUNITY COLLEGE DISTRICT**

**GOVERNING BOARD**

**RESOLUTION DECLARING JUNE 2018 AS LGBTQ PRIDE MONTH**

**RESOLUTION NO. 17/18-33**

**WHEREAS**, Forty-eight years ago, in June, 1969, a riot at a Manhattan gay bar, the Stonewall Inn, in retaliation to a police raid, precipitated the modern fight for Lesbian, Gay, Bisexual, Transgender, and Questioning/Queer (LGBTQ) rights, and

**WHEREAS**, because of acts of courage from those who demanded justice and from those who quietly pushed for progress, our Nation has made great strides in recognizing what these brave individuals long knew to be true in their hearts – that love is love and that no person should be judged by anything but the content of their character, and

**WHEREAS**, 2015’s landmark Supreme Court decision was a historic victory for LGBT Americans, guaranteeing marriage equality in all 50 States, ensuring dignity for same-sex couples and therefore all couples, and

**WHEREAS**, for every partnership that was not previously recognized under the law and for every American who was denied their basic civil rights, this monumental ruling instilled newfound hope, affirming the belief that we are all freer when we are all treated as equals, and

**WHEREAS**, despite this extraordinary progress, LGBTQ Americans still face discrimination simply for being who they are, and there remains much work to do to extend the promise of our country to every American, and

**WHEREAS**, in memory of the 49 victims of the 2016 Pulse Nightclub massacre in Orlando it is ever more important that we continue to push for equality, protections and acceptance of LGBTQ people everywhere, and

**WHEREAS**, 2018 is the 20<sup>th</sup> Anniversary of the LGBTQ Community coming together to show our pride in Solano County through service, and support that builds our community with two different organizations, Solano Pride and the Vallejo Gay Network, and

**WHEREAS**, during Lesbian, Gay, Bisexual, Transgender, and Questioning/Queer Pride Month, as we wave our flags of pride high and march boldly forward in parades and demonstrations, let us celebrate how far we have come and reaffirm our steadfast belief in the equal dignity of all Americans, and

**WHEREAS**, Solano Community College District proudly stands with the LGBTQ community, and with all communities who struggle for basic rights, for acceptance, visibility, safety, acknowledgement, and equitability, in the quest for full equality under the law.

**SOLANO COMMUNITY COLLEGE DISTRICT**

**GOVERNING BOARD**

**RESOLUTION DECLARING JUNE 2018 AS LGBTQ PRIDE MONTH**

**RESOLUTION NO. 17/18-33**

**(Continuing – Page 2)**

**NOW, THEREFORE**, be it resolved that, we the Solano Community College District do hereby proclaim June 2018 as Lesbian, Gay, Bisexual, Transgender and Questioning/Queer Pride Month.

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
**SARAH CHAPMAN, Ph.D., BOARD PRESIDENT**

\_\_\_\_\_  
**CELIA ESPOSITO-NOY, ED.D., SECRETARY**

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

**TO: Members of the Governing Board**  
  
**SUBJECT: CONTRACT RENEWAL WITH DANNIS WOLIVER  
 KELLEY (DWK) FOR LEGAL SERVICES FOR FISCAL  
 YEAR 2018/2019**

**REQUESTED ACTION:**

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

**SUMMARY:**

DWK has not raised their hourly rate ranges in the last three years with ranges from \$225-\$310 per hour for shareholders, special counsel and of counsel; \$185-\$225 per hour for associates; and \$120-\$140 per hour for paralegals and law clerks.

For the 2018-2019, rate ranges are \$225-\$335 per hour for shareholders, special counsel and of counsel; \$185-\$235 per hour for associates; and \$130-\$150 per hour for paralegals and law clerks.

Board approval is requested to renew the agreement with DWK for legal services for the fiscal year 2018/2019.

**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:</i>
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**SUPERINTENDENT'S RECOMMENDATION:**     
  **APPROVAL**       **DISAPPROVAL**  
 **NOT REQUIRED**       **TABLE**

Celia Esposito-Noy, Ed.D.

**PRESENTER'S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

**ADDRESS**

(707) 864-7299

**TELEPHONE NUMBER**

**VICE PRESIDENT APPROVAL**

May 29, 2018

**DATE SUBMITTED TO  
 SUPERINTENDENT-PRESIDENT**

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

June 6, 2018

**DATE APPROVED BY  
 SUPERINTENDENT-PRESIDENT**

## **AGREEMENT FOR PROFESSIONAL SERVICES**

This Agreement is made and entered into on May 11, 2018, by and between the Solano Community College, hereinafter referred to as District, and Dannis Woliver Kelley, a professional corporation, hereinafter referred to as Attorney.

In consideration of the promises and the mutual agreements hereinafter contained, District and Attorney agree as follows:

**SCOPE OF SERVICES.** District appoints Attorney to represent, advise, and counsel it from July 1, 2018, through and including June 30, 2019, and continuing thereafter as approved. Any services performed during the period between the above commencement date and the date of Board action approving this Agreement are hereby ratified by said Board approval. Attorney agrees to prepare periodic reviews of relevant court decisions, legislation, and other legal issues. Attorney agrees to keep current and in force at all times a policy covering incidents of legal malpractice.

**CLIENT DUTIES.** District shall be truthful with Attorney, cooperate with Attorney, keep Attorney informed of developments, perform the obligations it has agreed to perform under this Agreement and pay Attorney bills in a timely manner.

**FEES AND BILLING PRACTICES.** Except as hereinafter provided, District agrees to pay Attorney two hundred twenty-five dollars (\$225) to three hundred thirty-five dollars (\$335) per hour for shareholders, special counsel and of counsel; one hundred eighty-five dollars (\$185) to two hundred thirty-five dollars (\$235) per hour for associates; and one hundred thirty dollars (\$130) to one hundred fifty dollars (\$150) per hour for paralegals and law clerks. The rate for Gregory J. Dannis will be three hundred sixty-five dollars (\$365) per hour. Rates for individual attorneys may vary within the above ranges depending on the level of experience and qualifications and the nature of the legal services provided. Substantive communications advice (telephone, voice-mail, e-mail) is billed in a minimum increment of one-tenth (.1) of an hour, except for the first such advice in any business day, which is charged in a minimum of three-tenths (.3) of an hour. In the course of travel it may be necessary for Attorney to work for and bill other clients while in transit. If, during the course of representation of District, an insurance or other entity assumes responsibility for payment of all or partial fees of Attorney on a particular case or matter, District shall remain responsible for the difference between fees paid by the other entity and Attorney's hourly rates as specified in this Agreement unless otherwise agreed by the parties.

Agreements for legal fees at other than the hourly rate set forth above may be made by mutual agreement for special projects or particular scopes of work.

**OTHER CHARGES.** District further agrees to reimburse Attorney for actual and necessary expenses and costs with respect to providing the above services, including support services such as copying costs, express postage, and facsimile transmittals. District agrees that such actual and necessary expenses may vary according to special circumstances necessitated by request of District or emergency conditions which occasionally arise.

District further agrees to pay third parties, directly or indirectly through Attorney, for major costs and expenses including, but not limited to, costs of serving pleadings, filing fees and other charges assessed by courts and other public agencies, arbitrators' fees, court reporters' fees, jury fees, witness fees, investigation expenses, consultants' fees, and expert witness fees. Upon mutual consent of District and Attorney, District may either advance or reimburse Attorney for such costs and expenses.

Occasionally Attorney may provide District officials and/or employees with food or meals at Attorney-sponsored trainings or when working with District officials and/or employees. Attorney may provide such food or meals without additional charge in exchange for the consideration provided by the District under this Agreement.

**BILLING STATEMENT.** Attorney shall send District a statement for fees and costs incurred every calendar month. Attorney's statements shall clearly state the basis thereof, including the amount, rate and basis for calculations or other methods of determination of Attorney's fees. District shall pay Attorney's statements within thirty (30) days after each statement's date. Upon District office's request for additional statement information, Attorney shall provide a bill to District no later than ten (10) days following the request. District is entitled to make subsequent requests for bills at intervals of no less than thirty (30) days following the initial request.

**INDEPENDENT CONTRACTOR.** It is expressly understood and agreed to by both parties that Attorney, while carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of the District.

**CONFLICT OF INTEREST.** Because Attorney represents many school and community college districts, county offices of education, joint powers authorities, SELPAs and other educational entities, conflicts of interest may arise in the course of Attorney's representation. If Attorney becomes aware of any potential or actual conflicts of interest, Attorney will inform the District of the conflict and comply with the legal and ethical requirements to fulfill its duties of loyalty and confidentiality to District. If District has any question about whether Attorney has a conflict of interest in its representation of District in any matter, it may contact Attorney or other legal counsel for clarification.

**TERMINATION OF CONTRACT.** District or Attorney may terminate this Agreement by giving thirty (30) days written notice of termination to the other party.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement for Professional Services.

SOLANO COMMUNITY COLLEGE

\_\_\_\_\_  
Dr. Celia Esposito-Noy  
Superintendent/President

\_\_\_\_\_  
Date

DANNIS WOLIVER KELLEY

\_\_\_\_\_  
Mark W. Kelley  
Attorney at Law

\_\_\_\_\_  
Date

At its public meeting of \_\_\_\_\_, 2018, the Board approved this Agreement and authorized the Board President, Superintendent or Designee to execute this Agreement.

## **AGREEMENT FOR PROFESSIONAL SERVICES**

This Agreement is made and entered into on May 11, 2018, by and between the Solano Community College, hereinafter referred to as District, and Dannis Woliver Kelley, a professional corporation, hereinafter referred to as Attorney.

In consideration of the promises and the mutual agreements hereinafter contained, District and Attorney agree as follows:

**SCOPE OF SERVICES.** District appoints Attorney to represent, advise, and counsel it from July 1, 2018, through and including June 30, 2019, and continuing thereafter as approved. Any services performed during the period between the above commencement date and the date of Board action approving this Agreement are hereby ratified by said Board approval. Attorney agrees to prepare periodic reviews of relevant court decisions, legislation, and other legal issues. Attorney agrees to keep current and in force at all times a policy covering incidents of legal malpractice.

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SOLANO COMMUNITY COLLEGE

\_\_\_\_\_  
Dr. Celia Esposito-Noy  
Superintendent/President

\_\_\_\_\_  
Date

DANNIS WOLIVER KELLEY

\_\_\_\_\_  
Mark W. Kelley  
Attorney at Law

\_\_\_\_\_  
Date

At its public meeting of \_\_\_\_\_, 2018, the Board approved this Agreement and authorized the Board President, Superintendent or Designee to execute this Agreement.

SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: SOLANO COMMUNITY COLLEGE DISTRICT EQUAL  
EMPLOYMENT OPPORTUNITY PLAN 2017-2020

**REQUESTED ACTION:**

- Information OR  Approval  
 Consent OR  Non-Consent

**SUMMARY:**

The Solano Community College District believes in taking steps to ensure equal employment opportunity and creating an academic environment which is welcoming to all, fosters diversity, promotes educational excellence, and provides a quality student learning experience.

The Solano Community College District Equal Employment Opportunity Plan 2017-2020 is being presented to the Governing Board for approval.

**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:</i>	<i>Board Policy: 4000</i>	<i>Estimated Fiscal Impact:</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**

May 25, 2018

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

May 25, 2018

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**



# **Solano Community College District**

## **Equal Employment Opportunity Plan 2017-2020**

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## Plan Component 1: Introduction

Statement from SCC Superintendent-President:

The Solano Community College District's 2017-2020 Equal Employment Opportunity Plan (EEO Plan) was adopted by the SCC Governing Board on May 16, 2018 and reflects the District's commitment to Equal Employment Opportunity and creating a culture that attracts, employs, and retains a diverse work force. This Plan was developed in consultation with the EEO Advisory Committee comprised of managers, faculty, and staff (while students are invited, they rarely participate), and shared with the Academic Senate and College Governance Council.

The District is committed to enhancing and maintaining an academic environment that promotes educational excellence through a diverse lens. Having faculty and staff who understand our students' experiences, who can provide culturally relevant materials and examples in the classroom, and who can connect with students is essential to a successful student and employment experience.

Solano Community College has enhanced its commitment to equal employment opportunity and diversity practices during the past three years by broadening access to professional development opportunities for all employees, remaining focused on equity challenges, and taking steps to create a compassionate environment where employees can explore implicit bias in order to become better educators. We intend to continue and expand these efforts in the coming years.

This plan has been developed with the intent of establishing bold goals while achieving measurable outcomes. We want to stretch ourselves through challenging dialogue and explore difficult issues while still making steps to improve the climate for our students and staff.

Sincerely,



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

New Plan adopted by the Board of Trustees: June 6, 2018

### Plan Component 2: Definitions

- 1) *Adverse Impact*: a statistical measure (such as those outlined in the EEO Commission's *Uniform Guidelines on Employee Selection Procedures*) that is applied to the effects of a selection procedure and demonstrates a disproportionate negative impact on any group protected from discrimination pursuant to Government Code section 12940. A disparity identified in a given selection process will not be considered to constitute adverse impact if the numbers involved are too small to permit a meaningful comparison.
- 2) *Diversity*: means a condition of broad inclusion in an employment environment that offers equal employment opportunity for all persons. It requires both the presence, and the respectful treatment, of individuals from a wide range of ethnic, racial, age, national origin, religious, gender, gender identity, gender expression, sex, sexual orientation, color, medical condition, genetic information, ancestry, marital status, physical or mental disability, pregnancy, military and veteran status, and socio-economic backgrounds.
- 3) *Equal Employment Opportunity*: means that all qualified individuals have a full and fair opportunity to compete for hiring and promotion and to enjoy the benefits of employment with the district. Equal employment opportunity should exist at all levels in the seven job categories which include executive/administrative/managerial, faculty and other instructional staff, professional non-faculty, secretarial/clerical, technical and paraprofessional, skilled crafts, and service and maintenance. Equal employment opportunity also involves:
  - a) Identifying and eliminating barriers to employment that are not job related; and
  - b) Creating an environment that fosters cooperation, acceptance, democracy, and free expression of ideas and that is welcoming to men and women, persons with disabilities, and individuals from all ethnic and other groups protected from discrimination pursuant to Title 5, section 12940.
- 4) *Equal Employment Opportunity Plan*: a written document in which a district's workforce is analyzed and specific plans and procedures are set forth for ensuring equal employment opportunity.
- 5) *Equal Employment Opportunity Programs*: all the various methods by which equal employment opportunity is ensured. Such methods include, but are not limited to, using nondiscriminatory employment practices, actively recruiting, monitoring and taking additional steps consistent with the requirements of Title 5, section 53006.
- 6) *Ethnic Group Identification*: means an individual's identification in one or more of the ethnic groups reported to the State Chancellor pursuant to Title 5, section 53004. These groups shall be more specifically defined by the State Chancellor consistent with state and federal law.
- 7) *In-house or Promotional Only Hiring*: means that only existing district employees are allowed to apply for a position. 8) *Monitored Group*: means those groups identified in Title 5, section 53004(b) for which monitoring and reporting is required pursuant to Title 5, section 53004(a).

## Solano Community College District Equal Employment Opportunity Plan

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- 9) *Person with a Disability*: any person who:
- a) has a physical or mental impairment as defined in Government Code, section 12926 which limits one or more of such person's major life activities;
  - b) has a record of such an impairment; or
  - c) is regarded as having such an impairment.
- A person with a disability is "limited" if the condition makes the achievement of the major life activity difficult.
- 10) *Reasonable Accommodation*: the efforts made on the part of the district in compliance with Government Code section 12926.
- 11) *Screening or Selection Procedures*: any measure, combination of measures, or procedures used as a basis for any employment decision. Selection procedures include the full range of assessment techniques, including but not limited to traditional paper and pencil tests, performance tests, and physical, educational, and work experience requirements, interviews, and review of application forms.
- 12) *Significantly Underrepresented Group*: any monitored group for which the percentage of persons from that group employed by the district in any job category listed in Title 5, section 53004(a) is below eighty percent (80%) of the projected representation for that group in the job category in question.

## **Plan Component 3: Policy Statement**

The Solano Community College District is committed to a continuing good faith effort to ensure that all qualified applicants for employment and employees have full and equal access to employment opportunity, and are not subjected to discrimination in any program or activity of the District on the basis of protected status including, but not limited to, age, ancestry, race, ethnicity, gender, gender identity, gender expression, genetic information, marital status, medical condition, national origin, physical or mental disability, pregnancy, religion, or on the basis of these perceived characteristics, or based on association with a person or group with one or more of these actual or perceived characteristics. The District is committed to achieving a workforce that is welcoming to men, women, persons with disabilities, and individuals from all ethnic and all other groups that are accorded protected class status, to ensure the District provides an inclusive educational and employment environment. Such an environment must also include cooperation, acceptance, democracy, and free expression of ideas. An Equal Employment Opportunity Plan is maintained to ensure the implementation of equal employment opportunity principles that conform to federal and state laws. All employees and applicants are notified of this policy.

### **Plan Component 4: Delegation of Responsibility, Authority and Compliance**

It is important that each employee and elected trustee of the District shall promote and support equal employment opportunity and equity in all programs and services. The responsibilities of the District's leadership to ensure implementation of the Plan and the goals are outlined below.

1) *Governing Board (Board of Trustees)*

The governing board approves and is responsible for implementation of the District's Plan and for ensuring equal employment opportunity as described in the Plan.

2) *Chief Executive Officer (Superintendent-President)*

The governing board delegates to the chief executive officer the responsibility for developing and implementing the Plan and for providing leadership in supporting the District's equal employment opportunity policies and procedures. The chief executive officer shall advise the governing board of statewide policy developed by the State Board of Governors of the California Community Colleges and direct the publication of an annual report on implementation. The chief executive officer shall evaluate the performance of all administrative staff who report directly to her on their ability to implement the Plan.

3) *Equal Employment Opportunity Office (Human Resources)*

The District has designated the Vice President of Human Resources as its equal employment opportunity officer who is responsible for the day-to-day implementation of the Plan. In the absence of the vice president, the Manager of Human Resources shall ensure implementation of the Plan. The District will notify employees and applicants for employment of the designee. The equal employment opportunity officer is responsible for administering, implementing and monitoring the Plan and for assuring compliance with the requirements of Title 5, sections 53000 *et seq.* The equal employment opportunity officer is also responsible for receiving complaints described in the Plan and for ensuring that applicant pools and selection procedures are adhered to.

4) *Equity and Inclusion Advisory Council*

The District has established an Equity and Inclusion Advisory Council that meets quarterly. This council assists the VP of HR and/or Manager of HR when the Plan is updated or a new Plan is developed. The Council includes managers, faculty, and staff. The CEO meets with the Council at least once per year to share her interests and direction regarding meeting the goals of the EEO Plan and to address any questions or concerns.

5) *Agents of the District*

Solano Community College District ordinarily does not enlist organizations or individuals on behalf of the governing board or Human Resources to assist with recruitment and screening except in the case of the Superintendent-President position. When using an agent(s) of the

## Solano Community College District Equal Employment Opportunity Plan

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District, the party(ies) shall be advised of and subject to all of the requirements and goals outlined in the Plan.

6) *Good Faith Effort*

The District shall continue to make a good faith effort to comply with all the requirements of its Plan.

7) *Accountability and Corrective Action*

The District shall certify annually to the State Chancellor that we have complied with all of the following:

- a) Recorded, reviewed and reported the data required regarding qualified applicant pools;
- b) Reviewed and updated, as needed, the Strategies Component of the Plan;
- c) Investigated and appropriately responded to formal harassment or discrimination complaints filed.

Upon review of a district's certification, data reports, or any complaint filed, the State Chancellor may review a District's EEO Plan and Strategies Component for the requirements of institutionalized and on-going efforts to support diversity and/or compliance. Where the State Chancellor finds that the District's efforts have been insufficient, the District will be informed of the specific area(s) of concern, and direct the District to submit a revised EEO Plan within 120 days. Upon review of the revised EEO Plan, the State Chancellor will either

- a) Determine the revisions are sufficient, and provide a deadline by which the District must provide proof that the new measures have been implemented; or
- b) If the State Chancellor finds that the revised plan is still lacking, he/she will direct the District to implement specific measures from those listed in Title 5, section 53024.1, and provide a timeline for doing so.

## **Plan Component 5: Advisory Council**

The District has established an Equity and Inclusion Advisory Council (E.I.A.C.) to assist the District to implement its EEO Plan. Accordingly, the Committee assists to promote an understanding of and the support of equal employment opportunity, nondiscrimination, retention, and diversity.

The EEO Officer shall train the advisory Committee on equal employment compliance and the *Plan* itself. The Committee shall consist of a diverse membership whenever possible. SCC's Equity and Inclusion Advisory Committee (E.I.A.C.) is composed of one representative from: Academic Senate, CSEA, Local 39, Administrative Leadership Group (ALG), Student government, Minority Coalition, Veterans, and Disabled Student Services, as well as The Advisory Council. The EEO Officer or Superintendent-President appointee will chair the Committee. The Equal Employment Opportunity Advisory Committee holds quarterly meetings during the academic year; special meetings are held as needed to review EEO Plan data, policy revisions, and the progress of formal EEO Planning agenda items. As appropriate, the E.I.A.C. shall make recommendations to the EEO Officer and the Superintendent-President.

### Plan Component 6: Complaints

- 1) Complaints Alleging Violation of the Equal Employment Opportunity Regulations (Section 53026). The District has established a formal process permitting any person to file a complaint alleging that EEO regulations have been violated. Any person who believes that these EEO regulations have been violated may file a written complaint describing in detail the alleged violation. All complaints shall be signed and dated by the complainant and shall contain to the best of the complainant's ability the names of the individuals involved, the date(s) of the event(s) at issue, and a detailed description of the actions constituting the alleged violation. Complaints involving the current hiring processes must be filed as soon as possible after the occurrence of the alleged violation and not later than (60) days after such occurrence unless the complainant can verify a compelling reason for the District to waive the 60 day limitation.

(See SCC Board Policies 4000 Series: [http://www.solano.edu/district\\_policies/series4000\\_hr.php](http://www.solano.edu/district_policies/series4000_hr.php))

Complaints alleging violations of the Plan that do not involve current hiring processes must be filed as soon as possible after the occurrence of an alleged violation and not later than ninety (90) days after such occurrence unless the violation is ongoing. As directed by the Chancellor's office, the decision of the District in complaints pursuant to section 53026 is final. (See California Community Colleges Chancellor's Office Guidelines for Minimum Conditions Complaint at: [http://extranet.cccco.edu/Portals/1/Legal/Guidelines/Min\\_Cond\\_Complaints.pdf](http://extranet.cccco.edu/Portals/1/Legal/Guidelines/Min_Cond_Complaints.pdf))

The District may return, without action. Any complaints that are inadequate because they do not state a clear violation of the EEO regulations. All returned complaints must include a District statement of the reason for returning the complaint without action.

The hiring complaint shall be filed with the EEO Officer. If the complaint involves the EEO Officer, the complaint will be filed with the Superintendent-President. A written determination of all accepted written complaints will be issued to the complainant within (90) days of the filing of the complaint. If this is not practical, a written notification will be provided to the complainant as to the reasons for the extension and estimated date of resolution. The EEO Officer will forward copies of all written complaints to the Chancellor's Office upon receipt.

In the event that a complaint filed under Section 53026 alleges unlawful discrimination, it will be processed according to the requirements of Section 59300 et. Seq.

Complaints Alleging Unlawful Discrimination or Harassment (Section 59300 et seq.) The district has adopted procedures for complaints alleging unlawful discrimination or harassment. The VP of Human Resources is responsible for receiving such complaints and for coordinating their investigation. The District has in place discrimination and sexual harassment complaint procedures.

(See SCC Board Policies:

[http://www.solano.edu/district\\_policies/series4000\\_hr.php](http://www.solano.edu/district_policies/series4000_hr.php)).

## **Plan Component 7: Notification to District Employees**

The commitment of the Governing Board and the Superintendent-President to equal employment opportunity is emphasized through the broad dissemination of its EEO Plan. The EEO policy statement is printed in the College catalogs and Class schedules. The EEO Plan and subsequent revisions will be distributed to all members of the College community. The EEO Plan is available on the District's website, and when appropriate, may be distributed by e-mail. The Human Resources Department provides all new employees with a copy of the EEO Plan. Each year the District will inform all employees of the EEO Plan's availability, including a written summary of the provisions of the EEO Plan. The annual notice will emphasize the importance of the employee's participation in and responsibility for the Plan's implementation and efficacy. Copies of the Plan are available on the SCC Web, the Office of the Chief Executive Officer, the Office of Human Resources.

### **Plan Component 8: Training for Screening/Interviewing Committees**

Employees of the District or an agency or individual serving on behalf of the District and, who is involved in the recruitment and screening/interviewing process of personnel shall receive training on the state's equal employment opportunity (Title 5, section 53000 et. seq.); the requirements of federal and state nondiscrimination laws; the requirements of the district's Plan; the District's policies on nondiscrimination, recruitment, and hiring; principles of diversity and cultural proficiency; the value of a diverse workforce; recognizing implicit bias, and best practices in serving on a screening or interview committee.

Employees serving on a screening/interview committee will be required to receive training prior to serving. Individuals who have not received this training will not be allowed to serve on the screening/interview committees. Human Resources is responsible for providing the required training and documenting employees who have completed training. Any individual, whether or not an employee of the District, who is acting on behalf of the District with regard to recruitment and screening of employees, is subject to the Equal Employment Opportunity requirements of Title 5 (section 53020(c)) and the District's Plan.

The District is fully committed to addressing implicit bias in screening, interviewing, and hiring and with the support of the Professional Development Committee, has scheduled multiple training sessions during the fall 2018 semester with presenters who focus on this topic. Work has been done college-wide to provide professional development opportunities for faculty, staff, managers, and trustees on creating an environment that recognizes and values the diverse experiences of our students and how to improve efforts in the classroom and the college environment.

### **Plan Component 9: Annual Written Notice to Community Organizations**

Human Resources will provide annual written notice to appropriate community-based and professional organizations regarding how the College will meet the goals of its Plan. The notice will inform these organizations where they may obtain a copy of the Plan, and shall request their assistance in identifying diverse qualified candidates. The notice will also include the webpage where the District advertises its job openings and the names, departments and phone numbers of individuals to call in order to obtain employment information. “Written” notice will be made via electronic communication. The District will actively seek to reach those institutions, organizations, and agencies that may be recruitment sources including various local professional organizations including the Black Chamber, Vallejo Education and Business Alliance (VEBA), the Hispanic Chamber, and the Fil-Am Chamber and statewide organizations including Pan-Hellenic/Greek fraternities-sororities, ACCCA, and the association list serves (CSSO, CIO, CEO, etc.). The College now offers a degree in ASL (American Sign Language) and has used the affiliated professional organizations including outreach events, to promote employment opportunities for deaf and hard of hearing.

The District has and will continue participating in the local Workforce Development Board (WDB) job fair and is working with the WDB to serve as a recognized training partner and as a resource for disabled and incumbent workers in Solano County. The District has and will continue working with local trade unions to recruit applicants for positions in, plumbing, electrical work, and welding (Local 39).

**Plan Component 10: Analysis of District Workforce and Applicant Pool**

Human Resources will annually review the District’s workforce composition and shall monitor and report on applicants for employment on an ongoing basis to evaluate the District’s progress in implementing the Plan, to provide data needed for the reports required by this Plan and to determine whether any monitored group is underrepresented. Monitored groups are men, women, American Indians/Alaskan Natives, Asians or Pacific Islanders, Blacks/African-Americans, Hispanics/Latinos, Caucasians, and persons with disabilities.

Applicants or employees will be afforded the opportunity to voluntarily identify their sex, gender, ethnic group identification, veteran status and, if applicable, disability. Persons may designate as many ethnicities as they identify with, but shall be counted in only one ethnic group for reporting purposes. This information will be kept confidential and will be separated from the applications that are forwarded to the screening/interview committee. This data collection will be done for each advertised position in the District. The District will annually report to the State Chancellor this data for employees. The Plan will be reviewed and, if necessary, revised to address concerns following the analysis of the ethnic group identification, sex, gender, and disability composition of existing staff and of those who have applied for employment in each of the following identified job categories:

- 1) Administrative/Management
- 2) Faculty (FT and PT)
- 3) Confidential
- 4) Classified
- 5) Technical and Paraprofessional
- 6) Skilled Trades
- 7) Custodial, Grounds, and Maintenance

### **Analysis Contents: The analysis uses data from Fall 2013 through Fall 2017**

Ratio of Full-time to Part-time Instructors (Ed. Code 87482.6)

Ethnicity and Gender of employees

#### **Gender**

Gender of employees has been disaggregated by employee classification including three classifications for instructional faculty: Academic temporary (adjunct), Academic contract (tenure track), Academic regular (tenured). Between 2013 and 2017, the percent of tenured male faculty has remained consistent ranging from 45% to 49%. For tenured female faculty, the percent has also remained consistent with a range of 51% to 55%. This percentage is similarly reflected in the student population with male students ranging from 40% to 42% and female students ranging from 56% to 58%.

Gender of administrative/manager employees has fluctuated over the years due to a number of reorganizations, down-sizing, and reducing the number of divisions. The percent of male administrators/managers has ranged from 45% to 64% and for female administrators, the range has been from 36% to 55%. The total number of administrators has also fluctuated from a low of 11 to the current high of 14.

#### **Ethnicity**

Ethnic identification of employees has been disaggregated by employee classification including clerical, administrative, faculty, professional (non-faculty), service, skilled crafts, and technical. In each classification except service, there are disparities in the percent of white employees compared to employees of color. The service employees are broadly represented and there are no significant differences in the percentages of employees by ethnicity.

There are significant differences in the ethnic identification of faculty, both tenured and non-tenured (adjunct). The percent of faculty who identify as white has been between 69% and 75%. The number of faculty has fluctuated as the District offered an early retirement incentive (SERP) in 2015 and has been re-benching its total FTES thereby putting us well over FON and reducing the need to hire new faculty. Faculty screening/interview committees have been advised of the importance of reaching out, to consider what is in the best interest of students, and our need to provide a curriculum that respects and reflects our diverse community.

The management ranks have seen an increase in the percent of employees who identify as white compared to managers of color. However, there has been a reduction in the number of managers between 2013 and 2017- from 31 in 2014 to 23 in 2017. Efforts to recruit applicants of color for management positions continues with the restructuring of student services divisions. Student services previously had one vice president and one dean. The restructure resulted in the vice president and three deans and resulted in hiring more diverse candidates.

The clerical ranks have seen some changes in the diversity of employees. In 2013, 53% identified as white and in 2017, 41%. There has been an increase in the percent of employees of color in the clerical ranks with increased representation among those who identify as African American, and Latino/Hispanic. The percent of employees who identify as Asian has remained somewhat consistent

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## Solano Community College District Equal Employment Opportunity Plan

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over the five year period. The increased percent of employees who identify as African American and those who identify as Latino is reflective of the increase in those populations in the service area.

The District is committed to monitoring future hires to improve equity within classifications of employees and to align the faculty and staff demographics with the student demographics, where appropriate. Currently, the District is making efforts to reduce its overall personnel costs to under 86% of its total budget. As tenured faculty retire and with our FON well above what is mandated, tenured faculty demographics may not change significantly in the immediate future. However, the faculty and managers are committed to efforts to align our faculty and staff demographics more closely to those of our students and community. Programs and opportunities for doing so are outlined in Components 12, 13, 14, and 15 in this Plan.

### **Ratio of Full-time to Part-time Instructors (Ed. Code 87482.6)**

Solano Community College has achieved the following ratios:

Fall 2013	62.20%
Fall 2014	61.40%
Fall 2015	61.00%
Fall 2016	62.20%
Fall 2017	63.40%

# Solano Community College District Equal Employment Opportunity Plan

## District Workforce Composition

### Class and Ethnicity

Occupational A..	IPEDS Race Desc	Fall 2013		Fall 2014		Fall 2015		Fall 2016		Fall 2017	
		n	% n	n	% n	n	% n	n	% n	n	% n
Clerical / Secretarial	White	31	53%	36	52%	29	46%	29	45%	29	41%
	African American	10	17%	9	13%	9	14%	10	15%	15	21%
	Hispanic	9	15%	9	13%	11	17%	8	12%	11	15%
	Asian	8	14%	11	16%	10	16%	12	18%	9	13%
	Hawaiian or PI			1	1%	1	2%	1	2%	1	1%
	American Indian / Alaskan ..	1	2%					1	2%	1	1%
	Unknown			3	4%	3	5%	3	5%	3	4%
	Two or more races							1	2%	2	3%
	<b>Total</b>	<b>59</b>	<b>100%</b>	<b>69</b>	<b>100%</b>	<b>63</b>	<b>100%</b>	<b>65</b>	<b>100%</b>	<b>71</b>	<b>100%</b>
Executive, Administrative, and Managerial	White	15	50%	16	52%	16	53%	13	54%	16	70%
	African American	6	20%	6	19%	7	23%	3	13%	3	13%
	Hispanic	4	13%	1	3%	2	7%	2	8%		
	Asian	4	13%	6	19%	5	17%	5	21%	3	13%
	Hawaiian or PI	1	3%	1	3%			1	4%	1	4%
	Unknown			1	3%						
	<b>Total</b>	<b>30</b>	<b>100%</b>	<b>31</b>	<b>100%</b>	<b>30</b>	<b>100%</b>	<b>24</b>	<b>100%</b>	<b>23</b>	<b>100%</b>
Faculty	White	295	75%	315	71%	300	71%	257	72%	263	69%
	African American	32	8%	43	10%	44	10%	36	10%	44	12%
	Hispanic	35	9%	44	10%	36	8%	27	8%	32	8%
	Asian	27	7%	31	7%	32	8%	27	8%	32	8%
	Hawaiian or PI	2	1%	2	0%	3	1%	2	1%	3	1%
	American Indian / Alaskan ..	2	1%	3	1%	3	1%	3	1%	4	1%
	Unknown	1	0%	5	1%	6	1%	4	1%	2	1%
		<b>Total</b>	<b>394</b>	<b>100%</b>	<b>443</b>	<b>100%</b>	<b>424</b>	<b>100%</b>	<b>356</b>	<b>100%</b>	<b>380</b>
Professional (Non-Faculty)	White	2	40%	2	33%	2	25%	1	20%	3	27%
	African American	1	20%	3	50%	4	50%	3	60%	4	36%
	Hispanic	1	20%	1	17%	1	13%	1	20%	1	9%
	Asian	1	20%			1	13%			3	27%
		<b>Total</b>	<b>5</b>	<b>100%</b>	<b>6</b>	<b>100%</b>	<b>8</b>	<b>100%</b>	<b>5</b>	<b>100%</b>	<b>11</b>
Service / Maintenance	White	11	41%	7	28%	6	24%	7	28%	8	29%
	African American	6	22%	5	20%	6	24%	5	20%	5	18%
	Hispanic	4	15%	7	28%	6	24%	6	24%	7	25%
	Asian	4	15%	4	16%	6	24%	6	24%	7	25%
	Hawaiian or PI	2	7%	2	8%	1	4%	1	4%	1	4%
	<b>Total</b>	<b>27</b>	<b>100%</b>	<b>25</b>	<b>100%</b>	<b>25</b>	<b>100%</b>	<b>25</b>	<b>100%</b>	<b>28</b>	<b>100%</b>
Skilled Crafts	White	4	57%	2	50%	2	40%	2	33%	3	50%
	African American	1	14%	1	25%	1	20%	2	33%	1	17%
	Hispanic	2	29%	1	25%	1	20%	1	17%	1	17%
	Asian					1	20%	1	17%	1	17%
		<b>Total</b>	<b>7</b>	<b>100%</b>	<b>4</b>	<b>100%</b>	<b>5</b>	<b>100%</b>	<b>6</b>	<b>100%</b>	<b>6</b>
Technical / Para professional	White	30	61%	28	60%	26	55%	26	55%	26	49%
	African American	7	14%	6	13%	8	17%	8	17%	6	11%
	Hispanic	5	10%	5	11%	5	11%	5	11%	7	13%
	Asian	7	14%	8	17%	7	15%	8	17%	13	25%
	American Indian / Alaskan ..					1	2%				
	Two or more races									1	2%
	<b>Total</b>	<b>49</b>	<b>100%</b>	<b>47</b>	<b>100%</b>	<b>47</b>	<b>100%</b>	<b>47</b>	<b>100%</b>	<b>53</b>	<b>100%</b>
<b>Grand Total</b>		<b>571</b>	<b>100%</b>	<b>625</b>	<b>100%</b>	<b>602</b>	<b>100%</b>	<b>528</b>	<b>100%</b>	<b>572</b>	<b>100%</b>

Data taken from State Chancellor's office datamart

# Solano Community College District Equal Employment Opportunity Plan

## District Workforce Composition

### Class and Gender

Employee Class	Occupational A..	Gender	Fall 2013		Fall 2014		Fall 2015		Fall 2016		Fall 2017	
			n	% n	n	% n	n	% n	n	% n	n	% n
Academic, Temporary, Non-Tenured, Not on Tenure Track	Faculty	M	135	54%	154	53%	153	54%	125	57%	120	52%
		F	113	46%	139	47%	129	46%	96	43%	112	48%
		Total	248	100%	293	100%	282	100%	221	100%	232	100%
Academic, Contract, Non-Tenured on Tenure Track	Faculty	M	8	38%	13	42%	10	36%	12	32%	20	39%
		F	13	62%	18	58%	18	64%	26	68%	31	61%
		Total	21	100%	31	100%	28	100%	38	100%	51	100%
Academic, Regular, Tenured	Faculty	M	56	45%	54	45%	56	49%	44	45%	45	46%
		F	69	55%	65	55%	58	51%	53	55%	52	54%
		Total	125	100%	119	100%	114	100%	97	100%	97	100%
Classified Permanent /Probationary	Clerical/ Secretarial	M	3	5%	3	4%	3	5%	6	9%	8	11%
		F	56	95%	66	96%	60	95%	59	91%	63	89%
		Total	59	100%	69	100%	63	100%	65	100%	71	100%
	Executive, Administrative, and Managerial	M	8	42%	8	44%	8	50%	4	40%	4	44%
		F	11	58%	10	56%	8	50%	6	60%	5	56%
		Total	19	100%	18	100%	16	100%	10	100%	9	100%
	Professional (Non-Faculty)	M			2	33%	2	25%	1	20%	3	27%
		F	5	100%	4	67%	6	75%	4	80%	8	73%
		Total	5	100%	6	100%	8	100%	5	100%	11	100%
	Service/ Maintenance	M	19	70%	18	72%	19	76%	20	80%	23	82%
		F	8	30%	7	28%	6	24%	5	20%	5	18%
		Total	27	100%	25	100%	25	100%	25	100%	28	100%
Skilled Crafts	M	7	100%	4	100%	5	100%	6	100%	6	100%	
	F											
	Total	7	100%	4	100%	5	100%	6	100%	6	100%	
Technical / Para professional	M	20	41%	21	45%	20	43%	20	43%	23	43%	
	F	29	59%	26	55%	27	57%	27	57%	30	57%	
	Total	49	100%	47	100%	47	100%	47	100%	53	100%	
Educational Administrator	Executive, Administrative, and Managerial	M	5	45%	7	54%	9	64%	7	50%	9	64%
		F	6	55%	6	46%	5	36%	7	50%	5	36%
		Total	11	100%	13	100%	14	100%	14	100%	14	100%
<b>Grand Total</b>			571	100%	625	100%	602	100%	528	100%	572	100%

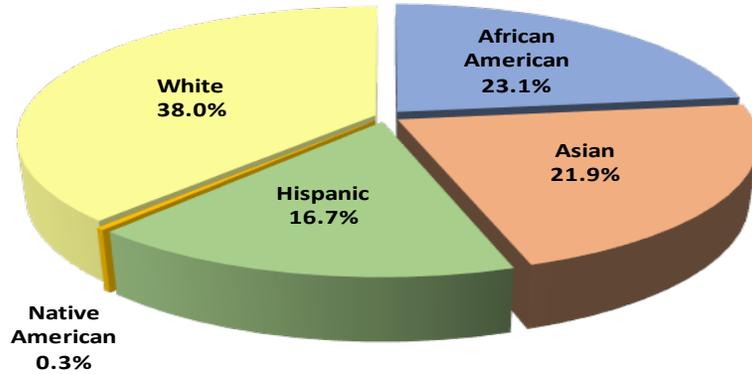
Data taken from State Chancellor's office datamart

**Solano Community College  
NEOGOV Applicant Pool Data September 1, 2016 thru June 30, 2017**

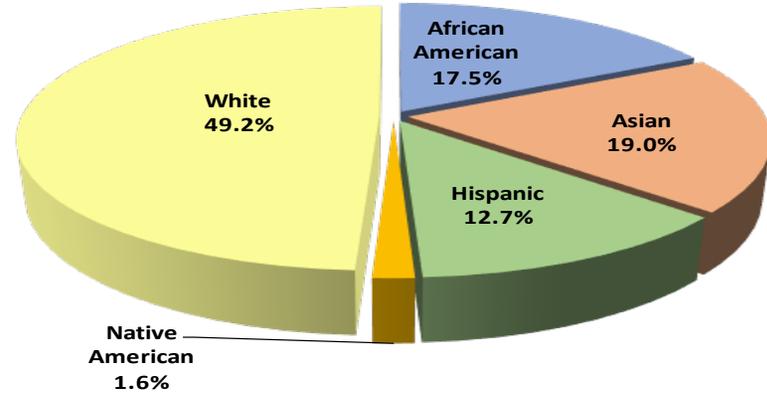
Current Applicant Pool										
Table 1.1	Ethnicity						Gender			Total
Category	African American	Asian	Hispanic	Native American	White	Unknown	Female	Male	Unknown	
<b>Applicants</b>	<b>276</b>	<b>261</b>	<b>199</b>	<b>4</b>	<b>454</b>	<b>101</b>	<b>857</b>	<b>406</b>	<b>32</b>	<b>1295</b>
% of Applicants Distribution	21.3%	20.2%	15.4%	0.3%	35.1%	7.8%	66.2%	31.4%	2.5%	
% of Applicants (Exclude Unknown)	23.1%	21.9%	16.7%	0.3%	38.0%		71.8%	34.0%		
<b>New Hires</b>	<b>11</b>	<b>12</b>	<b>8</b>	<b>1</b>	<b>31</b>	<b>5</b>	<b>39</b>	<b>29</b>	<b>0</b>	<b>68</b>
% of New Hires Distribution	16.2%	17.6%	11.8%	1.5%	45.6%	7.4%	57.4%	42.6%		
% of New Hires (Exclude Unknown)	17.5%	19.0%	12.7%	1.6%	49.2%		61.9%	46.0%		
<b>% of New Hires/Applicants</b>	<b>4.0%</b>	<b>4.6%</b>	<b>4.0%</b>	<b>25.0%</b>	<b>6.8%</b>		<b>4.6%</b>	<b>7.1%</b>	<b>0.0%</b>	

**Solano Community College  
NEOGOV Applicant Pool Data September 1, 2016 thru June 30, 2017**

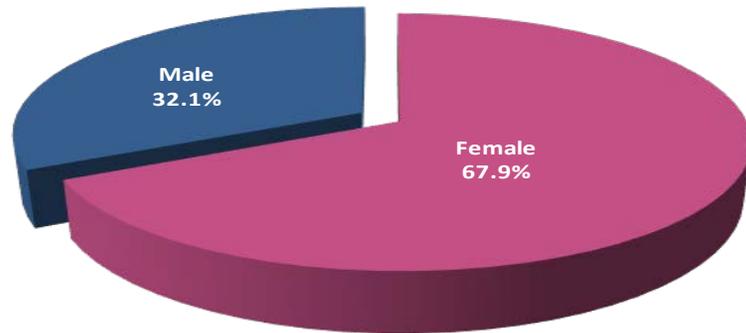
**Pie Chart 1.1  
Percent of Applicants by Ethnicity**



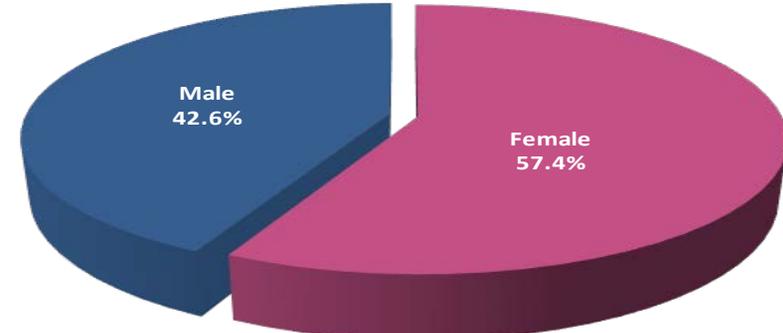
**Pie Chart 1.2  
Percent of New Hires by Ethnicity**



**Pie Chart 1.3  
Percent of Applicants by Gender**



**Pie Chart 1.4  
Percent of New Hires by Gender**



# Solano Community College District Equal Employment Opportunity Plan

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## **Plan Component 11: Analysis of Degree of Underrepresentation and Significant Underrepresentation**

An analysis of applicant and selected candidate pools was reviewed using 2013-2014 data compared to 2016-2017 data. Applicant pools in 2013-14 were significantly larger compared to 2016-17 applicant pools because there were fewer positions available in 2016-17. In 2013-14, there were 3,038 applicants for 164 positions including 19 faculty positions. In 2016-17, there were 1,295 applicants for 68 positions including 11 faculty positions.

### **Gender**

The College saw a decrease in the number of females hired in 2016-17 compared to 2013-14 and an increase in males hired for the same time period. In 2016-17, female hires were at 57.4% compared to 63.4% in 2013-14. However, there was an increase in females hired in the sciences (Biomanufacturing, Nursing) and in business (Accounting) in 2016-17 providing for an increase in the number of women hired in these disciplines.

There is no significant difference in the distribution of employees and the student gender distribution at SCC. In 2016-17, females comprised 57.4% and males comprised 42.6% of new hires compared to the percent of female and male students for the same year where females comprised 56% and males 42%.

### **Ethnicity**

There were significant improvements in terms of the distribution of new hires by ethnicity in 2016-17 compared to 2013-14. In 2016-17, new hires of color comprised 50.8% compared to 36% in 2013-14, resulting in an increase of 14 percentage points.

There are still significant discrepancies between the percent of students of color in 2016-17 (71%) compared to the percent of employees of color (39%). The College is making improvements in diversifying the faculty ranks, in particular, in the sciences. With the new Baccalaureate Degree in Biomanufacturing, the College was able to hire two new faculty for that program and both from historically underrepresented groups in the sciences. The College has been intentional in advertising open faculty positions outside of California including at HBCUs (Historical Black Colleges and Universities). While African American faculty applicants from outside of California were offered positions in 2016-17, two reported that they must decline due to the high price of housing.

The College continues to focus on increasing the number of employees of color by connecting with diverse faculty internship programs and local graduate schools as well as developing a “grow your own” program for former SCC students and current graduate students. Additionally, there is an interest in conducting training to identify implicit bias in order to provide better training to screening and interview committee members.

The Superintendent-President and the Board of Trustees are well-aware of the need for more diverse hires in all positions. For faculty and management positions, the Superintendent-President is asking for a review of the applicant pools and finalists for these positions, including the positions where historically women and people of color have not been well represented. For front line staff positions, the Superintendent-President is asking the College be mindful of candidates’ abilities to speak languages consistent with our students and communities.

## **Plan Component 12: Methods to Address Underrepresentation**

The District is committed to a climate that encourages a diverse qualified applicant pool for all positions and understands that this is created, in part, by every employee, in particular, the leadership. Throughout the past year, the College has provided training and enlisted guest speakers and facilitators to provide employees with a greater understanding of how we can do our part individually and collectively to respect and value one another, how we can be more intentional in our recruitment and retention efforts, and how we all carry implicit bias when hiring. Additionally, the S-P has been working on a statewide effort to address Ed. Code language (Ed. Code, section 87405(a)) that prohibits districts from employing or retaining any persons convicted of any sex offense (as defined in Ed. Code, section 87010) or controlled substance offense (as defined in Ed. Code, section 87011) while still complying with the Fair-Chance Employment Compliance Guide. Consistent with the U.S. Equal Employment Opportunity Commission's (EEOC) guidance regulating the use of arrest and conviction records, and California's law to eliminate unnecessary barriers in the District's hiring process and adopt fair chance hiring standards and procedures, SCC has been reviewing DOJ reports and providing applicants with the opportunity to explain prior charges before denying employment. By doing so, we have hired more diverse employees who otherwise would have been denied an opportunity for employment. Using best practices as outlined by the EEOC and California's Fair Chance Compliance Guides will also assist us in increasing applicants from underrepresented populations.

The District takes steps during the screening/interview process to support the hiring of candidates with varied backgrounds who can contribute in a diverse community. When notified by candidates of the need for accommodations due to a disability, the college reviews the request and identifies appropriate accommodations that allows applicants an equitable opportunity to present their skills and abilities. By doing so, the District has learned how best to provide accommodations for those with learning disabilities, including for those on the Autism spectrum.

The equal employment opportunity provisions below are applicable to all full-time and part-time hiring, including any hiring meant to address the ratio of full-time to part-time faculty that may be required by Education Code section 87482.6.<sup>1</sup>

SCC actively recruits from both within and outside the district to ensure an applicant pool that is diverse and qualified. The requirement of open recruitment applies to all regular, full-time and part-time vacancies in all job categories and classifications, including, but not limited to, faculty, classified employees, categorically funded positions, and all administrative/management positions. Recruitment for full-time faculty and educational administrator positions are conducted statewide including outreach to those qualified applicants listed in the California Community Colleges Registry and posting job announcements with the Registry. Recruitment for part-time faculty positions is conducted in consultation with the department and with the goal of establishing a pool of eligible diverse candidates. The process remains open and fair and includes recruitment of those in the industry who may not have a teaching background.

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<sup>1</sup> Education Code section 87102 requires each district's Plan to address how the district will make progress in achieving the ratio of full-time to part-time faculty hiring as required by Education Code section 87482.6, while still ensuring equal employment opportunity.

## Solano Community College District Equal Employment Opportunity Plan

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In-house or promotional only recruitment is not used to fill any vacancy for any position except when the position is being filled on an interim basis for the minimum time necessary, and/or to allow for full and open recruitment. Current Board Policy provides for an interim appointment not to exceed two years in duration. Where in-house or promotional only recruitment is utilized to fill a position on an interim basis, all District employees shall be afforded the opportunity to apply and demonstrate that they are qualified. The job announcement for the interim position shall comply with the requirements set forth in the Plan and the selection process shall be consistent with the requirements of this subchapter.

For purposes of this paragraph, a vacancy is not created, and the requirements of the above do not apply, when:

- a) There is a reorganization that does not result in a net increase in the number of employees;
- b) One or more lateral transfers are made and there is no net increase in the number of employees;
- c) A position which is currently occupied by an incumbent is upgraded, reclassified, or renamed without significantly altering the duties being performed by the individual;
- d) The faculty in a division or department elects one faculty member to serve as a chairperson for a prescribed limited term;
- e) The position is filled by a temporary, short-term, or substitute employee appointed pursuant to Education Code;
- f) A part-time faculty member is assigned to teach the same or fewer hours he or she has previously taught in the same discipline without a substantial break in service. For purposes of this section, "a substantial break in service" means more than one calendar year or such different period as may be defined by a collective bargaining agreement; or
- g) An individual not currently employed by the District, who is specially trained, experienced, and competent to serve as an administrator, and who satisfies the minimum qualifications applicable to the position, is engaged to serve as an administrator through a professional services contract.

To address any identified underrepresentation of monitored groups pursuant to Plan Component 11, the District will revise its recruitment and hiring procedures and policies in accordance with the following provisions. These provisions will be in place henceforth, whether or not underrepresentation exists, because the provisions are also valuable in ensuring equal employment opportunity. The District's Recruitment and Hiring Procedures shall include in its section on recruitment the following provisions:

### 1) *Recruitment*

It is the policy of the District to pursue a program of recruitment that is inclusive and open to all individuals. Efforts are undertaken on a regular basis to develop and contact new recruitment sources, with the aim to increase diversity in candidate pools. Diverse pools shall include, but not be limited to, men, women, persons with disabilities, and individuals from all ethnic and other groups protected from discrimination. The E.I.A.C. is encouraged to utilize and notify the District of additional recruitment options that may assist the District to obtain a diverse pool of applicants. The District's recruitment and hiring procedures will include the following provisions:

- a) For any job category where continuing underrepresentation exists, the District will, at a minimum, apply the recruitment procedures set forth in Title 5 Section 53021 to conduct full and open recruitment for all new openings and will not invoke the provisions for in-house interim appointments, or the exception under 53021 (c) (7) for engaging an administrator through a professional services contract, unless the Superintendent-President or his designee first notifies the Governing Board and the E.I.A.C. in writing of the compelling reason to deliberately restrict the persons who may be considered for a vacancy in a job category where underrepresentation persists.

All recruitment announcements will state that the district is an "Equal Employment Opportunity Employer."

- b) The District shall seek to pursue recruitment strategies for all open positions employing strategies as deemed feasible and/or appropriate, to include:
  - a) Increased general circulation (via print and online media) through more focused recruitment advertisement i.e. Caljobs.com, Community College Registry, Higher Ed Chronicle, etc.
  - b) Recruitment booths at job fairs or conferences oriented to both the general market and the economically disadvantaged, as well as participation in those events drawing significant participation by groups found to be underrepresented in the District's workforce (subject to availability and feasibility of funding).
- Specifically identify and utilize recruitment channels i.e. Employment Development Department, Workforce Development Board, etc., identifying underrepresented groups as identified within this Plan.

### 2) *Job Announcements*

The District's Recruitment and Hiring Procedures section on "Job Announcements" shall include the following provisions:

Job announcements will state clearly job specifications setting forth the knowledge, skills, and abilities necessary to job performance. Employees can simply go to [www.solano.edu](http://www.solano.edu), click

Human Resource, and view “How to apply” instructions. For all positions, job requirements will include demonstrated sensitivity to and understanding of the diverse academic, socioeconomic, cultural, disability, and ethnic backgrounds of community college students. Job specifications, including any “required,” “desired,” or “preferred” qualifications beyond the state minimum qualifications which the District wishes to utilize, will be reviewed by the EEO Officer before the position is announced, to ensure conformity with equal employment regulations and state and federal nondiscrimination laws. All job announcements shall state that the District is an “Equal Employment Employer.”

### 2) *Review of Initial and Qualified Applicant Pools*<sup>2</sup>

Initial applicant pools will be reviewed by the Human Resources Department for projected representation of monitored groups. Once the initial pool is approved, the pool will be screened for minimum qualifications, resulting in a qualified applicant pool. The qualified applicant pool will be reviewed so that no monitored group is adversely impacted. Once the qualified applicant pool is approved, the pool may be forwarded to the screening/selection committee. The District’s Recruitment and Hiring Procedures will include the following provisions:

- a) The application for employment will afford each applicant an opportunity to voluntarily identify, his or her gender, ethnic group, and, if applicable, his or her disability. This information will be kept confidential and used only in research, validation, monitoring, and evaluation of the effectiveness of the District’s equal employment opportunity program, or any other purpose specifically authorized by any applicable statute or regulation.
- b) Initial Applicant Pool:
  - After the application deadline has passed, the composition of the initial applicant pool will be analyzed to ensure that any failure to obtain projected representation for any monitored group is not due to discriminatory recruitment procedures. If necessary, the application deadline will be extended and additional recruitment will be conducted that eliminates discriminatory recruitment procedures and ensures that recruitment efforts provide a full and fair opportunity for a wide diversity of potential applicants.
  - When recruitment efforts have offered an opportunity for participation to a wide diversity of potential applicants or demonstrates that further recruitment efforts would be potentially futile, applications will be screened to determine which candidates satisfy job specifications as set forth in the job announcement. Before the selection process continues, the composition of the qualified applicant pool will be analyzed to ensure that no monitored group is adversely impacted.
  - If adverse impact is found to exist, the Human Resources Manager or designee shall take effective steps to address the adverse impact before the selection process continues.

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<sup>2</sup> See Title 5, section 53023 for general authority for this section.

Such steps may include, but are not limited to:

- a) Extend the deadline and undertake inclusive outreach efforts to ensure a diverse applicant pool that provides equal opportunity to all qualified applicants seeking employment with the District.
- b) Include all applicants who were screened out on the basis of any locally established qualifications beyond the state minimum qualifications which have not been specifically demonstrated to be job-related and consistent with business necessity, through a process meeting the requirements of federal law.
  1. If adverse impact persists after taking steps required as outlined in this component of the Plan, the selection process may proceed only if:
  2. The job announcement does not require qualifications beyond the statewide minimum qualifications, or
  3. Locally established qualifications beyond state minimum qualifications, if any, are demonstrated to be job-related and consistent with business necessity through a process meeting the requirements of federal law and suitable alternative selection procedures to reduce the adverse impact were unavailable.
  4. Once the qualified applicant pool is approved, the pool will be forwarded to the Interview Committee for paper screening, interviews, and final recommendations for hiring considerations.
  5. The District will not advertise or utilize in future hiring processes for the same position or a substantially similar position any locally established qualifications beyond state minimum qualifications that the District was unable to verify in the original recruitment under Step 2 above unless such qualifications are verified in advance of commencing any such future hiring process.

#### 4) *Screening and Interview Procedures*

The District seeks to employ qualified persons with a broad range of backgrounds and abilities who have the knowledge and experience to work effectively in a diverse environment. The selection process is based on merit and will extend to all candidates a fair and impartial examination of qualifications based on job related criteria. The District's recruitment and Hiring Procedures will include the following provisions:

- c) All screening or selection techniques, including the procedure for developing interview questions, and the selection process as a whole, will be:
  - a) Designed to ensure that, for all positions, meaningful consideration is given to the extent to which applicants demonstrate a sensitivity to, and understanding of, the diverse academic, socioeconomic,

- cultural, disability, and ethnic backgrounds of community college students based solely on job-related criteria;
- b) Designed to avoid an adverse impact and monitored by means consistent with this section to detect and address adverse impact which does occur for any monitored group
  - d) When possible, every effort will be made, within the limits allowed by federal and state law, to ensure selection/screening committees include a diverse membership which will bring a variety of perspectives to the assessment of applicant qualifications. Selection/screening committees will be encouraged to include members from monitored groups.
  - e) The Equal Employment Opportunity officer should approve the makeup of selection/screening committees. If the EEO officer does not approve a selection/screening committee for lack of diversity, the EEO officer should take necessary steps to remedy the lack of diversity.
  - f) Before a person can serve on a selection/screening committee, he or she must receive Equal Employment Opportunity training.
  - g) Interviews must include at least one question which assesses the candidate's competency, and commitment to, equal employment opportunity and his or her level of cultural sensitivity. Reference checks should include at least one question addressing the matter of diverse cultural understanding.
  - h) All screening materials must be approved for compliance with EEO principles<sup>4</sup>.
  - i) Monitoring for adverse impact
    1. After the selection/screening committee has conducted the paper screening, and prior to contacting any of the applicants for interviews, the applicant pool is approved and cleared for adverse impact. Interviews cannot be scheduled until the applicant has been approved and cleared for adverse impact.
    2. Finalists cannot be forwarded for hiring consideration until the applicant pool has been approved and cleared for adverse impact.
  - j) If monitoring for adverse impact reveals that any selection technique or procedure has adversely impacted any monitored group, the Superintendent-President or his/her designee may do the following:
    1. Suspend the selection process and take timely and effective steps to remedy the problem before the selection process resumes.
    2. When appropriate, assist the screening committee by discussing the overall composition of the applicant pool and the screening criteria or procedures, which have produced an

## Solano Community College District Equal Employment Opportunity Plan

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adverse impact, provided that confidential information about individual candidates is not disclosed.

3. Where necessary, the position may be reopened at any time and a new selection process initiated in a way designed to avoid adverse impact.
  - k) The District will not designate or set aside particular positions to be filled by members of any group defined in terms of ethnic group identification, race, color, ancestry, national origin, age, sex, religion, sexual orientation, marital status, disability, or medical condition, or engage in any other practice, which would result in discriminatory or preferential treatment prohibited by state or federal law. The District will not apply the EEO Plan in a rigid manner that has the purpose or effect of so discriminating.
  - l) The Governing Board or its designee shall make all hiring decisions based upon careful review of the candidate(s) recommended through the screening/interview committee. This includes the right to reject all candidates and to order further review, or to reopen the position where necessary to achieve the objectives of the EEO Plan or to ensure equal employment opportunity.
  - m) The District will review the pattern of its hiring decisions over time, and if it determines that those patterns do not meet the objectives of the Plan, the District will construct new methods to meet the Plan objectives, or if necessary, modify the Plan itself to ensure equal employment opportunity.

### **Plan Component 13: Additional Measures to Support Diversity and Ensure Equal Employment Opportunity**

- 1) The District will review data as outlined in Title 5, Section 53003, subdivision(c) (6) to determine if significant underrepresentation of a monitored group may be the result of non-job-related factors in the employment process. The review may include an analysis of job applicants, to identify whether over multiple job searches, a monitored group is disproportionately failing to move from the initial applicant pool to the qualified applicant pool;
- 2) Where the review identifies that significant underrepresentation of a monitored group may be the result of non-job related factors in the employment process, the District will implement additional measures to attempt to address the area(s) of concern including:
  - a) An independent review of the District's recruitment procedures and job announcements to recommend modifications that may address the underrepresentation.
  - b) The District will work with administrators to identify and develop, in conjunction with the equal employment opportunity officer, recruitment, screening and interview material that may address the underrepresentation.
  - c) The District will provide training for administrators, faculty, and staff on the impact of implicit bias on recruitment, screening, and interviewing candidates.
  - d) The District will work with employee groups to attract candidates from underrepresented groups, and to recommend changes to the job announcements and screening criteria that may attract more diverse candidates.
  - e) The District will monitor its efforts to increase candidates from the significantly underrepresented groups.
  - f) The District will review criteria used to screen applicants for positions to determine if criteria are job-related and consistent with:
    - a. Federal law; and
    - b. District and state established qualifications, including the requirement that applicants for academic and administrative positions demonstrate sensitivity of diverse community college students.
  - g) The District will discontinue the use of locally established criteria if they do not meet the requirements as outlined in Title 5 or our Plan; and
  - h) Develop efforts to promote diversity and address the specific area of need.

### **Plan Component 14: Other Measures Necessary to Further Equal Employment Opportunity**

The District recognizes that committing to equal employment opportunity extends beyond the job application process. Retaining diverse employees is essential to the college community. At times, this commitment to retaining employees requires adjustments to the organizational culture, changing practices that may appear exclusionary, and making a concerted effort to ensure that all employees are respected and valued. The District has made a commitment to recognize and address implicit bias by bringing educators to campus to work with administrators, faculty, and staff and by identifying activities that may have excluded employees from participating due to a disability. Human Resources has identified resources for addressing equity in the interview process for those on the Autism spectrum or other disabilities. The District also intends on implementing the following:

- 1) Provide an 8-week course developed by Brightsity for all interested faculty and staff. The goals of the program are to improve employee well-being and enhance community competence.
- 2) Conduct campus climate study among employees to identify hidden barriers.
- 2) Provide EEO/diversity workshops on flex days.
- 3) Provide training workshops on creating an inclusive environment.
- 4) Consider recognizing bi/multilingualism as an essential skill for community college employees by exploring additional compensation for those whose language skills are needed.
- 5) Offer leadership development opportunities with a focus on creating an environment that enhances diversity.
- 6) Ensure that administrative staff support diversity objectives and that the objectives are identified in the evaluation process.
- 7) Conduct exit interviews with employees who voluntarily leave the district; analyze the data for patterns impacting particular monitored groups, and; implement concrete measures to address the patterns.
  
- 21) Provide training on implicit bias in hiring and employment.
- 22) Develop a “grow your own” program to increase underrepresented populations in teaching.
- 23) Develop programs to support newly-hired employees such as mentoring, professional development, and leadership opportunities.
- 24) Provide the opportunity for the Board of Trustees to receive training on implicit bias.
- 25) Thoroughly investigate, in a timely manner, all harassment and discrimination complaints and take appropriate corrective action where a violation is found.
- 26) Implement professional development activities in support of faculty maintaining updated curricula, texts, and/or course descriptions to include the diverse populations as related to the discipline.
  
- 29) Address concerns of inclusion/exclusion in an honest and collaborative manner.

- 30) Continue to gather information from applicants who decline job offers to find out why, record this information, and address it, when possible.

### **Plan Component 15: Persons with Disabilities: Accommodations and Goals for Hiring**

#### 1) *Reasonable Accommodations*

Applicants with disabilities shall receive reasonable accommodations consistent with the requirements of Government Code, sections 11135 *et seq.* and 12940(m); section 504 of the Rehabilitation Act of 1973; and the Americans with Disabilities Act. Such accommodations may include, use of extended time or alternate formats for presenting knowledge and skills critical to the position, adaptive equipment, and interpreters for deaf and hard of hearing candidates.

Applicants including those who identify on the Autism Spectrum, have been provided appropriate accommodations during the interview process. HR has identified external resources including Job Accommodation Network (JAN) an excellent online tool that assists employers and employees with appropriate accommodations in accordance with the ADA.

The Manager of Human Resources serves as the ADA coordinator and is responsible for handling requests for accommodations from applicants. Working with DSP (Disability Support Programs) staff and external resources, HR can identify and provide reasonable accommodations that do not advantage any candidate over another. Additionally, screening/interview committees are provided training on appropriate accommodations and how to fairly score those who receive accommodations. The Office of Human Resources is responsible for handling requests from applicants seeking such accommodations during the application process and forwarding those requests to the Manager of HR.

Employees with disabilities are provided accommodations, when requested. The Manager of Human Resources serves as the ADA coordinator and is responsible for handling requests for accommodations from employees. The College has implemented an ASL (American Sign Language) Degree and Certificate Program led by a tenure track, deaf faculty member who requires an interpreter in class for the beginning of each semester. In addition to providing interpreters for hearing students in the classroom, the College has made ASL interpreters available for staff meetings, college events, tenure meetings, and social events. Several faculty and the dean of the division have enrolled in ASL classes in order to better communicate with deaf faculty members.

#### 2) *Goals for Hiring*

The District will continue monitoring applicant pools and those offered employment. On several occasions, the District has been prepared to onboard a new employee with a disability and has facilitated discussions about office lay-out, location, and providing a distraction-free work space. Employees serving on screening/interview committees will continue receiving training on implicit bias regarding hiring those with identified disabilities.

## Solano Community College District Equal Employment Opportunity Plan

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The District's Fall 2018 Convocation has been dedicated to learning about the concept of Universal Design and Flex Cal days have been dedicated to learning about implicit bias. Both convocation and flex cal days are well-attended by faculty, staff, managers, and trustees.

### **Plan Component 16: Grow Your “Own” Efforts**

Solano Community College currently benefits from a Teaching Apprentice program wherein we cultivate and train through mentorship future community college faculty, many of whom began as our students. This grow-your-own program was initiated as part of a Basic Skills Transformation Grant, as support for programs designed to increase access for all students to transfer-level English and mathematics courses, while addressing directly and proactively equity gaps for student success. The TA program at Solano hires local students in possession of a bachelor degree; ideally, successful candidates are enrolled in a graduate program. Outreach for this program places emphasis on recruiting college alumni. Moreover, successful TAs are eligible to teach as part-time faculty at the college, once they attain minimum qualifications. As such, the TA program helps the college to build and maintain robust and diverse adjunct teaching pools, while providing immediate access to diverse models of success for our current students.

While the program is currently associated with courses in English and mathematics, Solano Community College plans to expand the program into other disciplines with the goals of increasing the size and diversity of adjunct teaching pools, as well as eligible applicants for future full-time positions, as they occur. To accomplish these goals, the College intends to analyze longitudinal data for applicant pools, hiring, and faculty retention to identify equity gaps in hiring at Solano. Once identified, the College plans to expand the Teaching Apprentice program into areas or disciplines which would most benefit from intervention, because of a lack of sufficient applicants to hiring pools, or a lack of sufficient diversity in applicants and/or hiring, or both. The outcomes of the expansion of the TA program should include measurable changes to the diversity of applicants, hiring pools, and teaching faculty to the benefit of our students.

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

**TO: Members of the Governing Board**

**SUBJECT: CONTRACT AWARD TO STRATA INFORMATION  
 GROUP (SIG) FOR BANNER FINANCE CONSULTING  
 SERVICES**

**REQUESTED ACTION:**

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

**SUMMARY:**

Board approval is requested to award a professional services contract to Strata Information Group (SIG) to provide Banner Finance training. Due to the departure of key Fiscal Services staff, training is needed to assist with budget and other finance related operations.

A copy of the contract is attached.

**STUDENT SUCCESS IMPACT:**

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

<i>Ed. Code: N/A</i>	<i>Board Policy: 3225</i>	<i>Estimated Fiscal Impact: Not to exceed \$11,600</i>
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**SUPERINTENDENT'S RECOMMENDATION:**       **APPROVAL**       **DISAPPROVAL**  
 **NOT REQUIRED**       **TABLE**

Robert V. Diamond  
 VP, Finance & Administration

**PRESENTER'S NAME**  
 4000 Suisun Valley Road  
 Fairfield, CA 94534

**ADDRESS**  
  
 (707) 864-7275

**TELEPHONE NUMBER**  
 Robert V. Diamond  
 Finance & Administration

**VICE PRESIDENT APPROVAL**

May 18, 2018

**DATE SUBMITTED TO  
 SUPERINTENDENT-PRESIDENT**

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

May 18, 2018

**DATE APPROVED BY  
 SUPERINTENDENT-PRESIDENT**



**Strata Information Group  
Statement of Work  
(SOLANO-SOW115-FINANCE)  
May 9, 2018**

<b>Solano Community College District</b>	<b>Banner® Finance Consulting</b>
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Under the terms of this Statement of Work, Strata Information Group (SIG) will provide consulting services for the staff of Solano Community College District (SCCD) as directed, to perform the following work.

**Description of Work:**

SCCD is requesting general Banner® Finance consulting services for functional training. An agenda will be developed prior to the on-site engagement.

**Proposed Services:**

Tasks	Hours
Functional and technical consulting	44 - 60
<b>Total Hours Range:</b>	<b>44 - 60</b>

**Summary of Estimated Costs:**

Labor Range:	Travel Expenses:	Total Cost Range:
\$7,260 - \$9,900	\$1,700 (one on-site visit)	\$8,960 - \$11,600

**Notes:**

- Rate: \$165/hour for on-site and remote delivered services through June 30, 2019; rates may increase by \$5/hour effective July 1, 2019, and on each subsequent year.
- SIG will invoice only for the consulting hours and travel expenses actually used.
- The hours estimate includes project management, preparation time, travel time, on-site and remote labor, and the development of trip reports.
- Approximate hours and costs are based on the estimated tasks to complete this project. This may vary based on the assumptions listed and changes in SCCD's needs.
- Travel expenses, if applicable:
  - Travel time is capped at 8 hours per trip.
  - Travel expenses are estimated at \$1,700 per consultant, per trip.
  - SIG will make every attempt to reduce travel costs, including coach airfares and the use of the client's recommended lodging.
  - Actual travel expenses may be lower or higher than estimated. Labor costs may be adjusted to accommodate this as long as the total cost is not exceeded.
- Costs exclude all state taxes, if applicable.
- SIG will invoice for meals and incidental expenses on a per diem basis. Receipts will not be provided. Per diem rates are generally based on GSA guidelines. Per diem rates are: \$51 per full on-site day \$38.25 per partial day.

For Solano Community College District:

For Strata Information Group:

\_\_\_\_\_  
Rob Diamond Date  
Vice President of Finance and Administration

DocuSigned by:  
  
5B8F9C55A1684B6...

May-10-2018

\_\_\_\_\_  
Henry A. Eimstad Date  
President

## General Outline of Services

These services may change depending on SCCD's priorities, needs, and availability of staff, funding and other resources.

### **SIG assumptions and access requirements to be provided by SCCD, as applicable:**

- Provide a designated, single point of contact for SIG staff to coordinate planning and logistical needs
- Provide secure local and remote access to all required systems, software tools, or applications as required with the most current data available for SIG staff access
- Assist with installation and configuration of necessary hardware and software agreed upon prior to SIG beginning its work
- Provide existing documentation as determined in initial conference calls and during on-site visit
- Provide access to IT staff, key functional users, or other staff as needed in a timely manner throughout the engagement
- Provide timely technical support to the SIG consultant(s) when needed; SIG's ability to perform requires timely support from the Solano staff
- Provide a dedicated meeting room(s) and/or work space with audio-visual equipment as necessary during on-site visits for consulting, one laptop computer as necessary with Microsoft Word®, Excel®, PowerPoint®, and other software necessary to access systems required to perform the work
- Advise SIG of vacations, holidays, hardware maintenance, planned power outages, or other scheduled activities that would impact delivery of service

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

**TO: Members of the Governing Board**

**SUBJECT: CONTRACT CHANGE ORDER #6 TO HM  
 CONSTRUCTION INC. FOR THE FAIRFIELD CAMPUS  
 ENTRY SIDEWALK IMPROVEMENTS PROJECT**

**REQUESTED ACTION:**

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

**SUMMARY:**

On August 2, 2017 the Board approved a contract with HM Construction Inc. for the Fairfield Campus Entry Sidewalk Improvements Project. On December 20, the Board ratified Change Order #1 for replacement of additional non-compliant sidewalk sections. On January 17, the Board approved Change Order #2 for transformers and power tie-in for the campus site lighting poles. On February 7, the Board approved a no cost time extension Change Order #3, on March 21, 2018 the

*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: Update infrastructure that supports classrooms or related College facilities

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

Lucky Lofton  
 Executive Bonds Manager

**PRESENTER'S NAME**

4000 Suisun Valley Road  
 Fairfield, CA 94534

**ADDRESS**

(707) 863-7855

**TELEPHONE NUMBER**

Robert V. Diamond  
 Vice President, Finance and Administration

**VICE PRESIDENT APPROVAL**

May 25, 2018

**DATE SUBMITTED TO  
 SUPERINTENDENT-PRESIDENT**

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

June 6, 2018

**DATE APPROVED BY  
 SUPERINTENDENT-PRESIDENT**

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

**TO: Members of the Governing Board**

**SUBJECT: CONTRACT CHANGE ORDER #6 TO HM  
CONSTRUCTION INC. FOR THE FAIRFIELD CAMPUS  
ENTRY SIDEWALK IMPROVEMENTS PROJECT**

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**SUMMARY:**

*CONTINUED FROM THE PREVIOUS PAGE*

Board approved a no cost time extension Change Order #4, and on April 18, 2018 the Board approved Change Order #5 for additional work related to Cultural Resources Monitoring and a time extension.

It has taken additional time for PGE to energize the street light along Suisun Valley Road and will take additional time for the contractor to complete Punch List items. The Board is requested to approve a no cost Change Order #6 to extend the completion date to June 20, 2018.

Following is a summary of the Contract:

\$318,964.00 Original Contract Amount  
\$ 85,245.93 Previously Approved Change Orders (5)  
\$ \_\_\_\_\_ 0.00 Proposed Change Order #6  
\$404,209.93 New Contract Amount, including this Change Order #6

The Board is requested to approve this no cost Change Order #6 to HM Construction Inc. to extend the project completion date.

The Change Order may be viewed online at: <http://www.solano.edu/measureq/planning.php>.



# Change Order

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

**Swinerton Consulting and Management**

Change Order # 6  
 Project No.: 17-008  
 Date: 6/618

DSA File No.: 48-C1  
 DSA App. No.: 02-115864

Project: Fairfield Campus Entry Sidewalk Improvements  
 4000 Suisun Valley Road  
 Fairfield, CA 94534

To: HM Construction  
 2129 Drake Lane  
 Hercules, CA 94547-5459

**The Contract is Changed as Follows:**

<u>CPE No.</u>			
1.0	Extend contract completion date to be June 20, 2018.		\$0.00
<b>TOTAL COST OF CHANGE ORDER</b>		<b>ADD</b>	\$0.00
<b>FINAL CHANGE ORDER AMOUNT</b>		<b>Deduct</b>	-
		<b>\$</b>	-

Original Contract Sum:	\$	318,964.00
Total change By Previous Change Orders:	\$	85,245.93
Contract Sum Prior to This Change Order:	\$	404,209.93
Original Contract Sum will be Increased by This Change Order:	\$	-
The New Contract Sum Including This Change Order Will Be:	<b>\$</b>	<b>404,209.93</b>
Original Contract Completion Date:		11/10/2017
The New Contract Completion Date Will Be:		6/20/2018
Contract Time Will be Changed by This Change Order:		35 Days

ENGINEER: \_\_\_\_\_  
 CEOR CSW/Stuber-Stroeh Engineering Group, Inc.  
 45 Leveroni Court  
 Novato, CA 94949

Date: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_  
 DBE HM Construction, Inc.  
 2129 Drake Lane  
 Hercules, CA 94547-5459

Date: \_\_\_\_\_

(Affix stamp here)

OWNER: \_\_\_\_\_  
 Lucky Lofton  
 Executive Bonds Manager  
 Solano Community College District

Date: \_\_\_\_\_

SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board  
SUBJECT: CONTRACT CHANGE ORDER #7 TO VACA VALLEY  
EXCAVATING & TRUCKING, INC. FOR THE  
VACAVILLE CENTER INTERSECTION IMPROVEMENTS  
PROJECT

**REQUESTED ACTION:**

- Information OR  Approval  
 Consent OR  Non-Consent

**SUMMARY:**

Board approval is requested for Change Order #7 to the contract with Vaca Valley Excavating & Trucking, Inc. for the Vacaville Center Intersection Improvements Project. On April 9, 2017 the Board approved a contract to Vaca Valley Excavating & Trucking, Inc. for the Vacaville Center Intersection Improvements Project.

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: Enhance safety for students, faculty, and staff

<i>Ed. Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact: \$0 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  
Vice President, Finance and Administration

**VICE PRESIDENT APPROVAL**

May 25, 2018

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

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

May 25, 2018

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

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

**TO: Members of the Governing Board**

**SUBJECT: CONTRACT CHANGE ORDER #7 TO VACA VALLEY  
EXCAVATING & TRUCKING, INC. FOR THE  
VACAVILLE CENTER INTERSECTION IMPROVEMENTS  
PROJECT**

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**SUMMARY:**

*CONTINUED FROM THE PREVIOUS PAGE*

Construction for this project is in progress. On October 4, 2017 the Board approved Change Order #1 for additional work related to PGE facilities. On December 20, 2017 the Board approved Change Order #2 for a time extension due to weather conditions impacting ability to slurry coat. On February 7, 2018, the Board approved a no cost time extension Change Order #3. On March 7, the Board approved Change Order #4 for unforeseen conditions and an agency requirement. On April 4, the Board approved Change Order #5 no cost time extension for delay in City submittal approval for traffic loop detection wire, and on May 5, 2018 the Board approved Change Order #6 no cost time extension related to City approval of wire.

This Change Order #7 is a no cost time extension due to further delay related to City approval for traffic loop detection wire and additional City requirements.

Summary of Contract:

\$ 878,500.00 Original Contract Sum  
\$ 36,003.98 Previous Approved Change Orders (6)  
\$ 0.00 This Proposed Change Order #7  
\$ 914,503.98 New Contract Sum Including This Change Order

The Board is asked to approve a no cost Change Order #7 to Vaca Valley Excavating & Trucking, Inc. to extend the project completion date to be July 18, 2018.

The Change Order may be viewed online at: <http://www.solano.edu/measureq/planning.php>.

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# Change Order

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

**Swinerton Management & Consulting**

Change Order # 7  
 Project No.: 17-007  
 Date: 6-Jun-18

DSA File No.: N/A  
 DSA App. No.: N/A

Project: Solano Community College District  
 Vacaville Center Intersection Improvements Project

Omni-Means, Ltd.  
 943 Reserve Drive, Suite 100  
 Roseville, CA 95678

To: Vaca Valley Excavating & Trucking, Inc.  
 2201 East Monte Vista Avenue  
 Vacaville, CA 95688

**The Contract is Changed as Follows:**

**COR No.**

--- Extend contract completion date to be July 18, 2018, related to City approval of wire and additional City requirements.

\$0.00

\$0.00

<b>TOTAL COST OF CHANGE ORDER</b>	<b>ADD</b>	\$0.00
	<b>Deduct</b>	\$0
<b>FINAL CHANGE ORDER AMOUNT</b>		<b>\$0.00</b>

Original Contract Sum:	\$ 878,500.00
Total change By Previous Change Orders:	\$ 36,003.98
Contract Sum Prior to This Change Order:	\$ 914,503.98
Original Contract Sum will be Increased by This Change Order:	\$0.00
The New Contract Sum Including This Change Order Will Be:	<b>\$ 914,503.98</b>
The Original Contract Completion Date:	12-Dec-18
Contract Time Will be Changed by This Change Order:	42 days
The New Contract Completion Date Will Be:	18-Jul-18

CONTRACTOR:

\_\_\_\_\_  
Vaca Valley Excavating & Trucking, Inc.  
2201 East Monte Vista Avenue  
Vacaville, CA 95688

Date: \_\_\_\_\_

(Affix stamp here)

OWNER:

\_\_\_\_\_  
Lucky Lofton  
Executive Bonds Manager  
Solano Community College District

Date: \_\_\_\_\_

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

**TO: Members of the Governing Board**

**SUBJECT: CONTRACT AMENDMENT #3 TO VALLEY  
RELOCATION AND STORAGE FOR PROJECT MOVING  
SERVICES FOR THE VACAVILLE CLASSROOM  
BUILDING (ANNEX) RENOVATION PROJECT, ROOM  
604 RENOVATION PROJECT, AND THE BUILDING 1800B  
RENOVATION PROJECT**

**REQUESTED ACTION:**

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

**SUMMARY:**

On November 15, 2017 the Board approved award of a professional services contract to Valley Relocation and Storage, to provide move services for various projects. On March 21, 2018 the Board approved Amendment #1 for additional services related to the Room 604 renovation project. On April 18, 2018 the Board approved Amendment #2 for additional services to complete installation.

*CONTINUED ON THE NEXT PAGE*

**STUDENT SUCCESS IMPACT:**

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

<i>Ed. Code:</i>	<i>Board Policy: 3225; 3520</i>	<i>Estimated Fiscal Impact: \$2,794 Measure Q Funds \$17,482 District 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  
Vice President, Finance & Administration

**VICE PRESIDENT APPROVAL**

May 25, 2018

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

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

May 25, 2018  
**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

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

**TO: Members of the Governing Board**

**SUBJECT: CONTRACT AMENDMENT #3 TO VALLEY  
RELOCATION AND STORAGE FOR PROJECT MOVING  
SERVICES FOR THE VACAVILLE CLASSROOM  
BUILDING (ANNEX) RENOVATION PROJECT, ROOM  
604 RENOVATION PROJECT, AND THE BUILDING 1800B  
RENOVATION PROJECT**

---

**SUMMARY:**

*CONTINUED FROM THE PREVIOUS PAGE*

Community college districts, pursuant to Public Contract Code section 20651, may negotiate contracts for “other services” up to the bid threshold of \$90,200 as set by the Board of Governors of the California Community Colleges.

Board approval is requested for the attached Amendment #3 to Valley Relocation and Storage to provide additional move services for rooms 1879, 501, 506, and move of items from Cement Hill storage to the Fairfield campus.

Summary of Contract Amount:

\$ 15,047.00 Original Contract Amount

\$ 8,005.00 Previously Approved Amendments (2)

\$ 20,276.00 Proposed Amendment #3

\$ 43,328.00 New Contract Amount, Including Amendment #3

As the total contract price with Amendment #3 is less than \$90,200, the Board is asked to approve this contract Amendment #3 to Valley Relocation and Storage in an amount not to exceed \$20,276.

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

## AMENDMENT #3 TO AGREEMENT

### PARTIES

This Third Amendment to Agreement ("Amendment") is entered into between Solano Community College District ("District") and **Valley Relocation/Moving** ("Consultant"), collectively the "Parties").

### RECITALS

WHEREAS, District and Consultant entered into a Professional Services Agreement ("Agreement"), dated November 15, 2017, for project move services related to the **Vacaville Classroom Building (Annex) Renovation Project, Room 604 Renovation Project, B1800B Renovation Project** ("Project"); and

WHEREAS, District and Consultant previously amended the Agreement on March 21, 2018 and April 18, 2018; and

WHEREAS, District and Consultant desire to amend the Agreement to add additional moving services;

NOW THEREFORE, in consideration of the mutual promises and covenants set forth above and contained herein, District and Consultant agree as follows:

### AGREEMENT

1. Section 3. Compensation of the Agreement is amended to read:  
District agrees to pay the Consultant for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed FORTY THREE THOUSAND THREE HUNDRED TWENTY EIGHT DOLLARS (\$43,328). This fee is a total of the November 15, 2017 Agreement in the amount of \$15,047 and Amendment #1 in the amount of \$3,250, Amendment #2 in the amount of 4,755, and Amendment #3 in the amount of \$20,276. District shall pay Consultant according to the following terms and conditions:

3.1. Breakdown of the Contract Amount:

\$ 15,369	Vacaville Classroom Building (Annex) Move Services
\$ 5,823	Building 600 Room 604 Move Services
\$ 1,860	Building 1800B Room 1852 Move Services
\$ 14,760	Cement Hill Storage to Fairfield Campus Move Services
\$ 2,722	Building 500, Rooms 501 and 506 Move Services
\$ 2,794	Building 1800B Room 1879 Move Services

3.2 Consultant shall submit separate invoices for each of the following:

- Vacaville Classroom Building (Annex) Move Services
- Building 1800B (Room 1852) Move Services
- Building 600 (Room 604) Move Services
- Cement Hill Storage to Fairfield Campus Move Services
- Building 500 (Rooms 501 and 506) Move Services
- Building 1800B (Room 1879) Move Services

2. Exhibit A description of the scope of work shall be amended to add:

**Fairfield Campus – Cement Hill Storage to Fairfield Campus Move Services (Additional Scope)**

1. Remove clothing from existing garment hanger system and hang on garment racks
2. Disassemble shelving, garment hanger system and work bench
3. Move inventory from mezzanine
4. Load items, deliver and place at locations identified on Fairfield campus
5. Disposal and recycle of approximately 30% of items in storage

**Fairfield Campus – Building 500 (Rooms 501 and 506) Move Services (Additional Scope)**

1. Remove all furniture from Rooms 501 and 506, load, deliver and place at location identified at Building 1900

**Fairfield Campus – Building 1800B (Rooms 1879) Move Services (Additional Scope)**

1. Relocate two file cabinets and contents to Room 1881 (adjacent classroom)
2. Pack all loose items into boxes
3. Remove all furniture from Room 1879, load, deliver and place at location identified at Building 1900

3. Except as set forth in this Amendment, all provisions of the Agreement and any previous extension(s) and/or amendment(s) thereto shall remain unchanged, in full force and effect, and are reaffirmed. This Amendment shall control over any inconsistencies between it and the Agreement and/or any previous extension(s) and/or amendment(s).
4. Consultant acknowledges and agrees that this Amendment shall not be binding on the Parties until and unless the Solano Community College District's Governing Board approves this Amendment.

IN WITNESS WHEREOF, the parties hereto have accepted and agreed to this Amendment on the dates indicated below.

Dated: \_\_\_\_\_, 2018

Dated: \_\_\_\_\_, 2018

**SOLANO COMMUNITY COLLEGE DISTRICT**

By: \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_

Print Name: LUCKY LOFTON

Print Name: \_\_\_\_\_

Print Title: EXECUTIVE BONDS MANAGER

Print Title: \_\_\_\_\_

SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board  
SUBJECT: CONTRACT AWARD TO TELEMATE.NET SOFTWARE  
FOR SOFTWARE AND PROFESSIONAL SERVICES FOR  
THE IT INFRASTRUCTURE IMPROVEMENTS PROJECT  
– PHASE 2

**REQUESTED ACTION:**

- Information OR  Approval  
 Consent OR  Non-Consent

**SUMMARY:**

Board approval is requested for award of a professional services contract to Telemate.Net Software for the IT Infrastructure Improvements Project – Phase 2. The scope of work includes providing software upgrades, licensing, and professional services to migrate the District’s existing call accounting system to a new supported version that includes additional features.

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: Update infrastructure that supports classrooms or related College facilities

Ed. Code: Board Policy:3225; 3520 Estimated Fiscal Impact: \$13,080 Measure Q Funds

**SUPERINTENDENT’S RECOMMENDATION:**

- APPROVAL  DISAPPROVAL  
 NOT REQUIRED  TABLE

Lucky Lofton  
Executive Bonds Manager

**PRESENTER’S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

**ADDRESS**

(707) 863-7855

**TELEPHONE NUMBER**

Robert V. Diamond  
Vice President, Finance & Administration

**VICE PRESIDENT APPROVAL**

May 25, 2018

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

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

June 6, 2018

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

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

**TO: Members of the Governing Board**

**SUBJECT: CONTRACT AWARD TO TELEMATE.NET SOFTWARE  
FOR SOFTWARE AND PROFESSIONAL SERVICES FOR  
THE IT INFRASTRUCTURE IMPROVEMENTS PROJECT  
– PHASE 2**

---

**SUMMARY:**

*CONTINUED FROM THE PREVIOUS PAGE*

This software tool allows the District to monitor all call activity and volume. New additional features provide for a dashboard functionality that will allow various campus offices to monitor their call volume and response time. It should be noted that this software was used by Solano Sheriff's to identify the source of the recent bomb threats the District received.

Telemate.Net Software is the sole source for the software and professional services. Telemate.Net's proposal was determined to be fair for the services requested.

The Governing Board is asked to award a contract to Telemate.Net in the amount of \$13,080.

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

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

**TO:** **Members of the Governing Board**  
**SUBJECT:** **MEASURE Q BOND SPENDING PLAN UPDATE #11**

**REQUESTED ACTION:**

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

**SUMMARY:**

The Board is requested to approve the latest revision to the Measure Q Bond Spending Plan (BSP). The BSP will require periodic adjustments to accommodate the changing needs of the District over time. The original document was approved on August 20, 2014. Previous updates have been approved by the Board on the following dates:

Update #1 March 4, 2015	Update #5 March 1, 2017	Update #9 January 17, 2018
Update #2 March 16, 2016	Update #6 April 19, 2017	Update #10 March 21, 2018
Update #3 October 19, 2016	Update #7 December 6, 2017	
Update #4 January 18, 2017	Update #8 December 20, 2017	

*CONTINUED ON THE NEXT PAGE*

**STUDENT SUCCESS IMPACT:**

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

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

Lucky Lofton  
Executive Bonds Manager

**PRESENTER'S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

**ADDRESS**

(707) 863-7855

**TELEPHONE NUMBER**

Robert V. Diamond  
Vice President, Finance & Administration

**VICE PRESIDENT APPROVAL**

May 25, 2018

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

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

May 25, 2018

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

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

**TO: Members of the Governing Board**  
**SUBJECT: MEASURE Q BOND SPENDING PLAN UPDATE #11**

---

**SUMMARY:**

*CONTINUED FROM THE PREVIOUS PAGE*

Update #11 of the BSP includes adjustments for the following:

**Vallejo Center HVAC Upgrade Project:** This project has been completed and savings of \$39,846 can be returned to the Program Reserve.

**Autotechnology Building Project:** This project has been completed and additional savings of \$64,039 can be returned to Program Reserve.

**Net Interest Earned:** Since the last Bond Spending Plan Update, the additional net interest earned through March 31, 2018 is \$844,711.

Adjustment	Amount	From	To
1	\$39,846	Vallejo Center HVAC Upgrade Project	Program Reserve
2	\$64,039	Autotechnology Building	Program Reserve
3	\$844,711	New Posting	Net Interest Earned & Unallocated

The Board is asked to approve the proposed revisions as described above and indicated in the Bond Spending Plan Update #11 attached.



BOND SPENDING PLAN:	UPDATE 1	UPDATE 2	UPDATE 3	UPDATE 4	UPDATE 5	UPDATE 6	UPDATE 7	UPDATE 8	UPDATE 9	UPDATE 10	UPDATE 11	UPDATE 11
PROJECT NAME	APPROVED BSP	PROPOSED REVISION	PROPOSED BSP									
<b>FF CAMPUS</b>												
Performing Arts Building (Phase 1 B1200 Renovation)	\$ 87,800,000	\$ 92,447,818	\$ 92,447,818	\$ 92,447,818	\$ 92,447,818	\$ 92,447,818	\$ 92,447,818	\$ 92,447,818	\$ 92,447,818	\$ 92,447,818		\$ 92,447,818
Science Building (Phase I)	\$ 6,200,000	\$ 6,200,000	\$ 6,347,818	\$ 6,347,818	\$ 6,347,818	\$ 6,347,818	\$ 6,347,818	\$ 6,347,818	\$ 6,347,818	\$ 6,347,818		\$ 6,347,818
Agriculture (Horticulture)	\$ 33,100,000	\$ 37,600,000	\$ 37,600,000	\$ 37,600,000	\$ 37,600,000	\$ 37,600,000	\$ 37,600,000	\$ 37,600,000	\$ 37,600,000	\$ 37,600,000		\$ 37,600,000
Library/Learning Resource Center	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000		\$ 2,000,000
Science & Math Building (Phase 2)	\$ 21,800,000	\$ 21,800,000	\$ 21,800,000	\$ 21,800,000	\$ 21,800,000	\$ 21,800,000	\$ 21,800,000	\$ 21,800,000	\$ 21,800,000	\$ 21,800,000		\$ 21,800,000
Performing Arts Building (Phase 2)	\$ 8,000,000	\$ 8,000,000	\$ 8,000,000	\$ 8,000,000	\$ 8,000,000	\$ 8,000,000	\$ 8,000,000	\$ 8,000,000	\$ 8,000,000	\$ 8,000,000		\$ 8,000,000
Career Technology Building (CTE)	\$ 13,700,000	\$ 13,700,000	\$ 13,700,000	\$ 13,700,000	\$ 13,700,000	\$ 13,700,000	\$ 13,700,000	\$ 13,700,000	\$ 13,700,000	\$ 13,700,000		\$ 13,700,000
<b>VV CAMPUS</b>												
VV Classroom Building Purchase & Renovation	\$ 80,200,000	\$ 80,200,000	\$ 80,200,000	\$ 80,200,000	\$ 80,200,000	\$ 80,200,000	\$ 80,200,000	\$ 80,200,000	\$ 80,200,000	\$ 80,200,000		\$ 80,200,000
Biotechnology & Science Building	\$ 8,200,000	\$ 8,200,000	\$ 8,200,000	\$ 8,200,000	\$ 8,200,000	\$ 8,200,000	\$ 8,200,000	\$ 8,200,000	\$ 8,200,000	\$ 8,200,000		\$ 8,200,000
Aeronautics & Workforce Development Building	\$ 28,000,000	\$ 34,500,000	\$ 34,500,000	\$ 34,500,000	\$ 34,500,000	\$ 34,500,000	\$ 34,500,000	\$ 34,500,000	\$ 34,500,000	\$ 34,500,000		\$ 34,500,000
Student Success Center/LRC	\$ 15,000,000	\$ 15,000,000	\$ 15,000,000	\$ 15,000,000	\$ 15,000,000	\$ 15,000,000	\$ 15,000,000	\$ 15,000,000	\$ 15,000,000	\$ 15,000,000		\$ 15,000,000
Fire Training Center	\$ 22,000,000	\$ 15,500,000	\$ 15,500,000	\$ 15,500,000	\$ 15,500,000	\$ 15,500,000	\$ 15,500,000	\$ 15,500,000	\$ 15,500,000	\$ 15,500,000		\$ 15,500,000
Vacaville Center HVAC Upgrade	\$ 7,000,000	\$ 7,000,000	\$ 7,000,000	\$ 7,000,000	\$ 7,000,000	\$ 7,000,000	\$ 7,000,000	\$ 7,000,000	\$ 7,000,000	\$ 7,000,000		\$ 7,000,000
<b>VJ CAMPUS</b>												
Vallejo Prop Purchase Belvedere	\$ -	\$ 82,266,214	\$ 82,266,214	\$ 82,266,214	\$ 82,266,214	\$ 82,266,214	\$ 82,266,214	\$ 82,266,214	\$ 82,266,214	\$ 82,266,214		\$ 82,266,214
Autotechnology Building	\$ 4,800,000	\$ 4,794,343	\$ 4,794,343	\$ 4,794,343	\$ 4,794,343	\$ 4,794,343	\$ 4,794,343	\$ 4,794,343	\$ 4,794,343	\$ 4,794,343		\$ 4,794,343
Site Improvements	\$ 19,600,000	\$ 24,800,000	\$ 24,800,000	\$ 24,800,000	\$ 24,800,000	\$ 24,800,000	\$ 24,800,000	\$ 24,800,000	\$ 24,800,000	\$ 24,800,000		\$ 24,800,000
Vallejo Prop Purchase Northgate	\$ 5,100,000	\$ 5,000,000	\$ 4,000,000	\$ 4,000,000	\$ 4,000,000	\$ 4,000,000	\$ 4,000,000	\$ 4,000,000	\$ 4,000,000	\$ 4,000,000		\$ 4,000,000
Student Success Center/LRC	\$ 6,800,000	\$ 6,871,871	\$ 6,871,871	\$ 6,871,871	\$ 6,871,871	\$ 6,871,871	\$ 6,871,871	\$ 6,871,871	\$ 6,871,871	\$ 6,871,871		\$ 6,871,871
Career Technology Building	\$ 22,000,000	\$ 22,000,000	\$ 22,000,000	\$ 22,000,000	\$ 22,000,000	\$ 22,000,000	\$ 22,000,000	\$ 22,000,000	\$ 22,000,000	\$ 22,000,000		\$ 22,000,000
Vallejo Center HVAC Upgrade	\$ 19,800,000	\$ 19,800,000	\$ 19,800,000	\$ 19,800,000	\$ 19,800,000	\$ 19,800,000	\$ 19,800,000	\$ 19,800,000	\$ 19,800,000	\$ 19,800,000		\$ 19,800,000
<b>INFRASTRUCTURE IMPROVEMENTS</b>												
IT Infrastructure Improvements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
Utility Infrastructure Upgrade (Energy)	\$ 37,800,000	\$ 37,800,000	\$ 37,800,000	\$ 37,800,000	\$ 37,800,000	\$ 37,800,000	\$ 37,800,000	\$ 37,800,000	\$ 37,800,000	\$ 37,800,000		\$ 37,800,000
<b>ADA &amp; CLASSROOM IMPROVEMENTS</b>												
Small Capital Projects	\$ 14,000,000	\$ 14,000,000	\$ 14,000,000	\$ 14,000,000	\$ 14,000,000	\$ 14,000,000	\$ 14,000,000	\$ 14,000,000	\$ 14,000,000	\$ 14,000,000		\$ 14,000,000
ADA Improvements	\$ 23,800,000	\$ 23,800,000	\$ 23,800,000	\$ 23,800,000	\$ 23,800,000	\$ 23,800,000	\$ 23,800,000	\$ 23,800,000	\$ 23,800,000	\$ 23,800,000		\$ 23,800,000
<b>PLANNING, ASSESSMENTS &amp; PROGRAM MGMT</b>												
Program Management, District Support & Planning	\$ 19,200,000	\$ 19,200,000	\$ 19,200,000	\$ 19,200,000	\$ 19,200,000	\$ 19,200,000	\$ 19,200,000	\$ 19,200,000	\$ 19,200,000	\$ 19,200,000		\$ 19,200,000
<b>RESERVE &amp; INTEREST*</b>												
Program Reserve (5%)	\$ 8,300,000	\$ 8,300,000	\$ 8,300,000	\$ 8,300,000	\$ 8,300,000	\$ 8,300,000	\$ 8,300,000	\$ 8,300,000	\$ 8,300,000	\$ 8,300,000		\$ 8,300,000
	\$ 10,900,000	\$ 10,900,000	\$ 10,900,000	\$ 10,900,000	\$ 10,900,000	\$ 10,900,000	\$ 10,900,000	\$ 10,900,000	\$ 10,900,000	\$ 10,900,000		\$ 10,900,000
	\$ 25,400,000	\$ 25,400,000	\$ 25,400,000	\$ 25,400,000	\$ 25,400,000	\$ 25,400,000	\$ 25,400,000	\$ 25,400,000	\$ 25,400,000	\$ 25,400,000		\$ 25,400,000
	\$ 25,400,000	\$ 25,400,000	\$ 25,400,000	\$ 25,400,000	\$ 25,400,000	\$ 25,400,000	\$ 25,400,000	\$ 25,400,000	\$ 25,400,000	\$ 25,400,000		\$ 25,400,000
	\$ 17,400,000	\$ 14,300,000	\$ 11,933,786	\$ 11,785,968	\$ 11,785,968	\$ 11,300,944	\$ 11,101,344	\$ 11,101,344	\$ 11,701,344	\$ 10,886,344		\$ 10,990,229
	\$ 17,400,000	\$ 14,300,000	\$ 11,933,786	\$ 11,785,968	\$ 11,785,968	\$ 11,300,944	\$ 11,101,344	\$ 11,101,344	\$ 11,701,344	\$ 10,886,344		\$ 10,990,229
<b>TOTAL BOND SPENDING PLAN</b>	<b>\$ 348,000,000</b>	<b>\$ 349,100,000</b>	<b>\$ 349,100,000</b>	<b>\$ 349,100,000</b>	<b>\$ 349,553,246</b>	<b>\$ 349,668,246</b>	<b>\$ 349,668,246</b>	<b>\$ 349,973,246</b>	<b>\$ 349,973,246</b>	<b>\$ 349,973,246</b>	<b>\$ -</b>	<b>\$ 349,973,246</b>
*Net Interest Earned & Unallocated (3/31/18)	\$ -	\$ 1,142,214	\$ 42,214	\$ 365,077	\$ 487,945	\$ 20,706	\$ 349,053	\$ 44,053	\$ 44,053	\$ 44,053	\$ 844,711	\$ 888,764

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

**TO: Members of the Governing Board**

**SUBJECT: REVISIONS TO MEASURE Q SMALL, LOCAL, AND DIVERSE BUSINESS PROGRAM PILOT PROGRAM**

**REQUESTED ACTION:**

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

**SUMMARY:**

On April 1, 2015, the Board approved Measure Q Small, Local, and Diverse Business Program (SLDB Program), including initiation of a two year Pilot Program. This program is intended to establish equity, inclusion and outreach guidelines and promote diversity in procurement by extending contracting opportunities to certified SLDB vendors (small businesses, minority-owned businesses, women-owned businesses, and disabled veteran-owned businesses) in the communities of Solano County and the City of Winters.

The two year Pilot Program was conducted, and a report summarizing the Pilot Program outreach

*CONTINUED ON THE NEXT PAGE*

**STUDENT SUCCESS IMPACT:**

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

<i>Ed. Code:</i>	<i>Board Policy: 3225;3520</i>	<i>Estimated Fiscal Impact: \$0 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  
 Vice President, Finance and Administration

**VICE PRESIDENT APPROVAL**

May 25, 2018

**DATE SUBMITTED TO  
 SUPERINTENDENT-PRESIDENT**

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

May 25, 2018

**DATE APPROVED BY  
 SUPERINTENDENT-PRESIDENT**

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

**TO: Members of the Governing Board**

**SUBJECT: REVISIONS TO MEASURE Q SMALL, LOCAL, AND  
DIVERSE BUSINESS PROGRAM PILOT PROGRAM**

---

**SUMMARY:**

*CONTINUED FROM THE PREVIOUS PAGE*

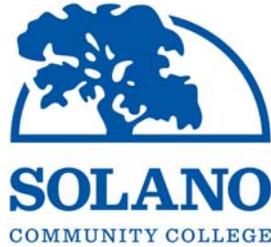
efforts, participation results, and recommendations for the program was prepared and presented to the Board on April 4, 2018.

The Board directed a sub-committee of the Trustees serving on the Bond Steering Committee to further review the report and finalize the recommendation for revisions to the SLDB Program. With the goal of encouraging participation of both local and disadvantaged businesses, the final recommendations include:

- Revising the participation goal to be 20% of the construction cost achievable through the combined participation of the following:
  - Local DBE Businesses (minimum 10%)
  - Local non-DBE Businesses
  - Non-local DBE Businesses
- Delete the ‘pay back’ language, because it is not practical

The Board is asked to approve the attached revised Small, Local and Diverse Business Program.

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



## **SOLANO COMMUNITY COLLEGE DISTRICT**

### **Small, Local and Diverse Business Program**

**Revised June 6, 2018**

#### **I. OVERVIEW**

In 2012 voters approved Solano Community College District's Measure Q Bond to upgrade educational facilities and expand access to university college courses for District students and area residents. The Solano Community College District (District or College) has determined that the Solano County community can benefit tangibly not only from this structural expansion but through the contracting and purchasing opportunities that the Measure Q Bond program will produce. To this end, the Solano Community College District has established a Small, Local, and Diverse Business Program (SLDBE Program) to ensure access, equity and inclusion of Solano County businesses in the area of construction contracting associated with Measure Q Bond expenditures. This Small, Local and Diverse Business Program reflects the District's commitment its core value of *Equity*. The SLDBE program is innovative and inclusionary; defining and promoting *Diversity* in contracting and procurement by extending Measure Q Bond Program opportunities to Solano County small businesses, minority-owned business, women-owned business and those owned by disabled veterans.

Solano Community College District will take steps to encourage these Small, Local, and Diverse Business Enterprises (SLDBEs) to participate in Measure Q construction projects at the prime contractor and subcontractor level, and as suppliers. The program is compatible with District commitments in the Project Labor Agreement (PLA) executed with the Napa-Solano County Building and Construction Trades Council. The District anticipates that its Small, Local and Diverse Business Program will also enhance the employment of Solano County residents as local firms are more likely to hire local residents. However, the SLDBE Program does not interface directly with local hire strategies addressed in the PLA (See <http://www.solano.edu/search/?q=Measure+Q+Project+labor+Agreement&cx=01079521487372>). The Small, Local, and Diverse Business Program affirms the District's commitment to contribute to the economic vitality of Solano County.

## II. DEFINITIONS

The following is a list of definitions for terms used throughout this SLDBE Program. The terms are arranged in alphabetical order.

1. "Bid" shall mean and include an offer by a bidder or contractor to perform or provide labor, materials, or equipment to the District for a price.
2. "Bidder" shall mean a person or firm who submits a bid.
3. "Construction work" shall mean all public projects as defined by section 22002(b) of the California Public Contract Code, including construction, reconstruction, erection, alteration, renovation, improvement, demolition, and repair work involving any District-owned, leased, or operated facility.
4. "Contract" shall mean and include any agreement between the College and a person or company to provide labor, services, materials and/or equipment for construction work.
5. "Contractor" (See definition of prime contractor).
6. "College" shall mean the Solano Community College District.
7. "District" shall mean the Solano Community College District.
8. "Diverse" shall mean a firm whose ownership has been certified by one of the certifying agencies recognized by the District **as either**: 1) at least 51% minority (MBE or DBE), 2) at least 51% female (WBE or DBE), 3) at least 51% disabled veteran or veteran (DVBE).
9. "Goals" shall mean the relevant share of Small Local and Diverse Business Enterprise participation.
10. "Joint venture" shall mean an association of two or more businesses to carry out a single business enterprise for profit, for which purpose they combine their property, capital, efforts, skills and knowledge. Each party to the joint venture must hold a current, active license in good standing and must share in risks and gains to the extent of the party's participation in the joint venture. To be counted for the purposes of this program, the individual firms of the joint ventures must be certified by an agency on the District's recognized list of certifying agencies.
11. "Local" shall mean a business enterprise with a business location in Solano County.
12. "Small" shall mean a business enterprise which together with any affiliates has 100 or fewer employees and has averaged annual gross receipts of fourteen million dollars (\$14M) or less over the previous three years. Such firms include any that are certified by the State of California General Services Agency.
13. "Participation" shall mean using one or more SLDBE firms to satisfy the District's subcontracting goals in the execution of the contract.
14. "Prime Contractor" shall mean any person(s), firm, partnership, corporation, or joint venture that submits a bid to perform construction related work, and/or enters into a contract with the District.
15. "Project" shall mean a contract or series of contracts required to complete construction related work that meets prescribed occupancy and use criteria.
16. "Subcontractor" shall mean any individual, partnership, corporation or other legal entity entering into a contract with the prime contractor to perform a portion of the work or supply materials, services and equipment required to complete the project.
17. "Supplier" is a firm that owns, operates or maintains a warehouse, production facility or store in which the materials, supplies or equipment described in the Specifications and required under the contract are both kept in stock and regularly sold to the public in the usual course of business.

### III. PROGRAM IMPLEMENTATION

#### ***Solano Community College District***

The Solano Community College President or designee will assume primary responsibility for implementing and achieving the goals of the program, and review all aspects of the program's operations. The program requirements may be supported by District staff, the Measure Q Program Manager or another consultant as determined by the President.

#### ***Program Goals***

Following a Two-Year Pilot Program, the District goals were adjusted to align the program with the realities of the Solano County business community. The District's SLDBE Program will have an aspirational goal of 20% (prime and subcontractors, suppliers) for Measure Q Bond construction projects. SLDBE goal requirements will be achievable through the combined participation of the following:

- Local DBE Businesses (minimum 10%)
- Local non-DBE Businesses
- Non-local DBE Businesses

DBE businesses include:

- Certified Small Business Enterprises (SBEs)
  - Certified Minority-owned Business Enterprises (MBEs)
  - Certified Women-owned Business Enterprises (WBEs)
  - Certified Disadvantaged Business Enterprises (DBEs)
  - Certified Disabled-Veteran-owned Business Enterprises (DVBEs)
1. Design Build: Overall project combined participation goal of 20% for Small, Local, and Diverse Businesses. The District will count one hundred percent (100%) of the materials, supplies and services purchased from SLDBEs towards reaching the combined 20% goal.
  2. Other Construction Projects with estimated contract values of \$5,000 or more: 15% Small, Local, and Diverse Business contracting/subcontracting goal. However, for the small projects between \$15,000 and \$250,000, the contracting provisions will request contractors to consider the SLDBE program as an opportunity to assist the community but will not include a fixed 20% goal or require Good Faith Efforts. These projects typically are fast turnaround and a good faith effort is not always possible. The intent will be to solicit bids from small, local and diverse vendors to ensure that the 20% goal is met from a cumulative standpoint for the smaller projects. The District will count one hundred percent (100%) of the materials, supplies and services purchased from SLDBEs towards reaching the combined 20% goal.

## ***Program Procurement***

District Program Managers or their designees will include SLDBE requirements in their project specifications, bid documents and contracts. Likewise, SLDBE Program requirements will flow down appropriately to subcontractors and be included in bids, specifications and contracts with lower tier subcontractors. Prior to award, recommended contractors will be required to submit certification documents for all SLDBE businesses included in their bids. As the District is not a certifying agency, it will accept the certifications listed below.

### *List of Certifications Recognized by the District*

- State of California Department of General Services (SBE, Microbusiness, DVBE)
- Federal Department of Transportation/California Department of Transportation DBE, MBE, WBE
- California Unified Certification Program (CUPC)—All Member Agencies – DBE
- California Public Utilities Commission (CPUC) – MBE, WBE
- Western Region National Minority Supplier Development Council (MBE)
- Women Business Enterprise National Council (WBENC)

## ***Program Compliance***

**1. Design Build (D/B) and Lease-Leaseback (LLB) Contract:** As part of their response packages submitted to the District, Design Build and Lease-Leaseback teams will be required to include a plan for how they intend to meet the 20% SLDBE goal. Failure to include the plan in their packages may render their proposals non-responsive.

- The Construction Manager will monitor the Design Build or LLB team progress in achieving the 20% SLDBE goal throughout the contract and coordinate with the Bond Program Manager for overall program compliance. Project contractors will be required to submit quarterly SLDBE contractor/subcontractor/supplier reporting sheets (Appendix A-Monthly SLDBE Report Form) that track and display contract values with these firms.

**2. Hard Bid Contract:** General contractors bidding on District projects will be required to meet the 20% SLDBE goal by listing their small, local, and diverse subcontractors and/or suppliers on the SLDBE Bid Form (Appendix B-SLDBE Bid Form) and submitting this with their bid. Contractors who fail to meet the 20% SLDBE goal must submit evidence of having made a Good Faith Effort to attempt to achieve the 20% SLDBE goal:

- a. These contractors must submit the Good Faith Effort Checklist (Appendix C -GFE Checklist) with the bid;
- b. The apparent low bidder must submit Good Faith Effort Documentation within two business days after bid opening. Note: The participation of a general contractor that meets the criteria for SLDBE shall be counted toward the 20% goal. The District will count one hundred percent

(100%) of the materials, supplies and services purchased from SLDBEs towards reaching the combined 20% goal.

**3. Good Faith Effort (GFE) To Attain SLDBE Goals:** District contractors will be expected to meet the District SLDBE Program goals. If SLDBE goals are met a Good Faith Effort will not be required. In order to award a contract to a prime contractor that has not met the SLDBE goals, the District will require them to undertake and document their Good Faith Efforts to meet the goals. Successful bidders that do not achieve the SLDBE and use Good Faith Efforts to comply with the program will be required to submit their Good Faith Effort Documentation within two (2) business days after bid opening. The District or its designee will review these efforts and make a determination of whether the contractor made a Good Faith Effort to attain the goals. Failure to make a Good Faith Effort or to comply with these requirements will render the bid or solicitation submitted non-responsive.

- The Construction Manager will monitor the general contractor's progress in achieving the 20% SLDBE goal throughout the contract and coordinate with the Bond Program Manager for overall program compliance. Project contractors will be required to submit quarterly SLDBE contractor/subcontractor reporting sheets that track and display contract values with these firms.
- No SLDBE listed on the general contractor's bid form may be substituted or removed from the contract or have its contract modified without prior written College approval.
- In the event of a SLDBE substitution, the general contractor must make a good faith effort to replace the substituted subcontractor with another SLDBE and must submit evidence of this effort to the District.

**4. Tracking and Reporting:** The Construction Managers will track and report on their respective projects and expenditures directed to SLDBEs within the informal bidding program and coordinate with the Bond Program Manager for overall program compliance

**5. Participation:** All managers and contractors working on the District's Bond program will be expected to participate in good faith with the Small, Local, and Diverse Business Enterprise program. During the term of a contract any willful failure to comply with the participation goals agreed upon by a Design Build, Lease-Leaseback team or a low bidder shall be deemed a material breach of contract.

## **IV. Outreach Strategies**

The District or its designee will utilize several strategies to ensure that the Solano County business community is aware of its intent to do business with small, local, and diverse firms. It will seek to keep local businesses informed of District opportunities and encourage firms to participate in the District's bidding and procurement processes.

### ***Opportunity Identification***

Those parties assigned responsibility for implementing the SLDBE program will meet with Measure Q Bond Project/Construction Managers to identify best inclusionary options for smaller, local and diverse construction contractors and suppliers based on construction delivery methods for each project bid package. They will create a series of 18 month look ahead plans throughout the course of the Bond program for:

1. District Bond construction opportunities below the \$4.5M PLA threshold.
2. Subcontracting and supplier opportunities within the PLA structure.
3. Contracting opportunities for small projects with a value between \$5,000 and \$250,000 that can be targeted to SLDBEs.

### ***Business Engagement***

The District or its designee will undertake at minimum the following outreach activities to ensure that small, local and diverse firms are informed of District bidding opportunities and are encouraged to participate in the District's procurements processes.

1. Assemble and generate appropriate information about specific Bond related bid opportunities – fact sheets, flyers, short descriptions for electronic messaging.
2. Generate an outreach schedule to align with upcoming Bond related contracting and supplies.
3. Disseminate information to outlets accessible to or targeted to local firms: websites, social media outlets, organization newsletters, newspapers, etc.
4. Host events to inform local firms of specific District opportunities as well as how to bid on those activities.
5. Facilitate matchmaking between general contractors and potential local subcontractors and suppliers.
6. Outreach to and partner with union affiliates to connect with smaller local signatory firms and encourage them to bid on District opportunities.
7. Obtain lists of local contractors and suppliers from other public agency databases, current Bond contractors and suppliers, chambers of commerce (including ethnic chambers), industry associations, veteran groups; complete direct email/phone/mail outreach to potential local contractors and suppliers to invite them to District outreach events and inform them of upcoming opportunities.

8. Incorporate outreach information into general SCC community outreach for Bond program; targeting local chambers of commerce and business organizations.

### ***Tracking, Compliance Monitoring and Reporting***

1. Solicit demographic information from current District Bond contractors and suppliers. Track and report information.
2. Solicit demographic information from all contractors and suppliers awarded contracts with District including lower tier subs.
3. Require District prime contractors to track payments to SLDBEs including lower tier subcontractors and suppliers tied to monthly invoicing procedures.
4. Program Manager to monitor compliance with SLDBE program requirements.
5. Maintain a clear tracking and reporting structure to facilitate data collection and quarterly reporting on results of SLDBE participation.
6. Prepare periodic reports to the Board of Trustees regarding program achievements no less than annually.

### **Appendices**

- Appendix A – Monthly Invoicing Report
- Appendix B - Bid Information
- Appendix C - Good Faith Effort Checklist Sheet





## APPENDIX B SLDBE BID INFORMATION

PROJECT NO. \_\_\_\_\_ BID OPENING DATE \_\_\_\_\_ BIDDER \_\_\_\_\_

PROJECT NAME \_\_\_\_\_

BIDDER REPRESENTATIVE COMPLETING THIS FORM: \_\_\_\_\_

NAME \_\_\_\_\_ EMAIL \_\_\_\_\_ PHONE NUMBER \_\_\_\_\_

NAME OF SLD BE	CERTIFIED BY	CERTIFICATION FILE NO.	DESCRIPTION OF WORK OR SUPPLY	LOCAL	MBE	DVBE	DBE	WBE	Small	DOLLAR VALUE OF CONTRACT

LOCAL DBE BID AMOUNT \$ \_\_\_\_\_ = ACHIEVED \_\_\_\_\_ %  
(Minimum 10%)

LOCAL NON-DBE BID AMOUNT \$ \_\_\_\_\_ = ACHIEVED \_\_\_\_\_ %

NON-LOCAL DBE BID AMOUNT \$ \_\_\_\_\_ = ACHIEVED \_\_\_\_\_ %





**SOLANO COMMUNITY COLLEGE DISTRICT**

**SMALL, LOCAL AND DIVERSE BUSINESS PROGRAM  
APPENDIX C**

**GOOD FAITH EFFORT (GFE) CHECKLIST SHEET (2 pages)**

To be completed by all Bidders who do not achieve SLDBE participation goals

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Name of Bidder (please print legibly)

**PLEASE INITIAL TO INDICATE EACH ACTION TAKEN.**

\_\_\_\_\_ Bidder attended pre-solicitation or pre-bid meeting scheduled by Solano Community College District

\_\_\_\_\_ Bidder identified and selected specific items of project for which the contract will be awarded to be performed by SLDBE.

\_\_\_\_\_ Bidder advertised, not less than 10 calendar days before the bid opening date in one or more daily or weekly newspapers, trade association publications, minority or trade oriented publications, trade journals, or other media, as specified by Solano Community College, for SLDBEs interested in participating in the project.

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Name of publication in which advertisement was placed

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Date advertisement appeared

\_\_\_\_\_ Bidder provided written notice of his/her interest in bidding on the contract to SLDBEs at least 10 calendar days prior to the opening of bids.

- \_\_\_\_\_ Bidder followed up initial solicitations of interest by contacting SLDBEs to determine, with certainty, whether enterprises were interested in performing specific items of the project.
- \_\_\_\_\_ Bidder provided interested SLDBEs with information about the plans, specifications, and requirements for the selected subcontracting of material supply work.
- \_\_\_\_\_ Bidder requested assistance from community organizations; SLDBE contractor groups; veterans groups; local, state or federal disadvantaged business assistance officers; and/or other organizations that provide assistance in the recruitment and placement of SLDBEs as they are available.
- \_\_\_\_\_ Bidder negotiated in good faith with SLDBEs and did not unjustifiably reject as unsatisfactory bids prepared by any SLDBEs.

Bidder certifies that all actions marked on the checklist were performed by the Bidder prior to the bid opening date. Failure to complete the above checklist may result in finding the proposal to be non-responsive, subject to the Solano Community College’s determination. This checklist is provided as a courtesy to the bidder and is not intended to be a waiver of or modification to any of the Specifications included in the Contract Specifications or in other Contract documents, including but not limited to the SLDBE Program. Each bidder must comply with all Specifications and Contract documents. The undersigned states that the representations made herein are made under penalty of perjury.

Name of Authorized Firm Representative (Please Print)	Title
Signature of Authorized Firm Representative	Date

SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: REQUEST FOR APPROVAL OF CURRICULUM ITEMS AS  
SUBMITTED BY THE CURRICULUM COMMITTEE, A  
SUBCOMMITTEE OF THE ACADEMIC SENATE

REQUESTED ACTION:

- Information OR  Approval  
 Consent OR  Non-Consent

SUMMARY:

During the Spring 2018 semester in the month of May, the Solano Community College Curriculum Committee, a subcommittee of the Academic Senate, approved the following curriculum-related items. The approval of the Governing Board is requested as required by Title 5, Chapter 6, Subchapter 2, beginning with §55100.

STUDENT SUCCESS IMPACT:

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

Ed. Code: Title 5, Chapter 6, subchapter 2, beginning with §55100 Board Policy: 6100 Estimated Fiscal Impact: N/A

SUPERINTENDENT'S RECOMMENDATION:  APPROVAL  DISAPPROVAL  
 NOT REQUIRED  TABLE

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

PRESENTER'S NAME

4000 Suisun Valley Road  
Fairfield, CA 94534

ADDRESS

(707) 864-7102

TELEPHONE NUMBER

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

VICE PRESIDENT APPROVAL

May 25, 2018

DATE SUBMITTED TO

CELIA ESPOSITO-NOY, Ed.D.  
Superintendent-President

May 25, 2018

DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT

SOLANO COMMUNITY COLLEGE

REQUEST FOR APPROVAL OF  
CURRICULUM COMMITTEE CURRICULUM ACTIVITIES

During the Spring 2018 semester in the month of May, the Solano Community College Curriculum Committee, a subcommittee of the Academic Senate, approved the following curriculum-related items. The approval of the Governing Board is requested as required by Title 5, Chapter 6, Subchapter 2, beginning with §55100.

**ACTION ITEM**

None
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**CONSENT ITEM**

DANC 004E change in prefix from KINE 004E
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**NEW COURSE**

<b>Course</b>
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(CP18S-109) KINE 007G Intermediate Archery
--

**COURSE MODIFICATION**

Course	Modification
(CP18S-110) KINE 009C Intermediate Soccer	Description, Division Planning, Units, Hours, Articulation Information, SLOs, Methods of Instruction, Methods of Evaluation, Assignments, Textbooks
(CP18S-118) PSYC 030 Introduction to Social Psychology	Description, Division Planning, Objectives, Methods of Evaluation, Assignments, Content, Textbooks
(CP18S-125) SOCS 030 Peace, Non Violence and Conflict Resolution	

**COURSE INACTIVATION**

<b>Course</b>
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none
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**CURRICULUM REVIEW**

<b>Course</b>
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none
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**NEW PROGRAM**

<b>Program</b>
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none
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**PROGRAM MODIFICATION**

Program	Modification
(CP18S-121 Liberal Studies A.A.	Courses, Units, Description

**PROGRAM INACTIVATION**

<b>Program</b>
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None
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**SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM**

**TO: Members of the Governing Board**

**SUBJECT: EDUCATION SERVICE AGREEMENT BETWEEN THE  
SOLANO COMMUNITY COLLEGE DISTRICT AND  
THE UNIVERSITY OF PHOENIX**

**REQUESTED ACTION:**

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

**SUMMARY:**

An Education Service Agreement between the Solano Community College (SCC) District and the University of Phoenix (UOPX), located at 4025 South Riverpoint Parkway, Phoenix, Arizona 85040, is being presented for review and approval by the Governing Board. The approval of this contract benefits the students in the Associate in Science Degree in Registered Nursing Program at SCC via the establishment of a Transfer Pathway using Concurrent Enrollment to enable the students to complete a Bachelor of Science in Nursing degree from UOPX. 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.

**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: 3520</i>	<i>Estimated Fiscal Impact: None</i>
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**SUPERINTENDENT’S RECOMMENDATION:**       **APPROVAL**       **DISAPPROVAL**  
 **NOT REQUIRED**       **TABLE**

Robert Gabriel, Ph.D., Dean, School of Health  
Sciences

**PRESENTER’S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

**ADDRESS**

(707) 864-7102

**TELEPHONE NUMBER**

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

**VICE PRESIDENT APPROVAL**

May 25, 2018

**DATE SUBMITTED TO SUPERINTENDENT-  
PRESIDENT**

**CELIA ESPOSITO-NOY, Ed.D.**  
Superintendent-President

May 25, 2018

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

## **Community College Education Service Agreement #21756**

This Community College Education Service Agreement (the "Agreement") is entered into as of the date both parties have signed ("Effective Date") by and between Solano Community College ("School") with its principal place of business located at 4000 Suisun Valley Road, Fairfield, California 94534 and University of Phoenix, Inc. with its principal offices at 4025 South Riverpoint Parkway, Phoenix, Arizona 85040 ("University").

### **1. Tuition Rate:**

- 1.1 The University will offer Eligible Students (defined as either Associate degree graduates of School enrolled in a Community College Cohort or Associate Degree of Nursing students from School enrolled in a CEP Cohort) the Tuition Rate set forth in the applicable Statement of Work. The Tuition Rate shall not be combined with nor shall it apply to any other University promotions, scholarships, or tuition reduction offers.
- 1.2 The University will waive the first two resource fees (books and materials fee) per each calendar year for Community College Cohort students as set forth in section 3 below until their program completion.
- 1.3 Students are responsible for paying all tuition fees and costs, including any book and materials fees associated with their enrollment with the University.

### **2. Concurrent Enrollment Cohort:**

- 2.1 During the Term of this Agreement, School may provide scheduled groups of students who are currently enrolled in an Associate's Degree of Nursing program ("ADN Program") from School (referred to as a "CEP Cohort") after the Effective Date of this Agreement to enroll in University single courses that are part of the University Bachelor of Science in Nursing degree program ("BSN Program"). The parties will mutually agree to the location, modality, type of cohort, start and end dates for the BSN Program using the example SOW form set forth in Exhibit A. Each Cohort shall have its own SOW issued by the University setting forth the University's tuition rate and does not require any further action by the parties and will be incorporated into this Agreement. For clarification, CEP Cohort students will not be eligible for federal financial aid through the University for any BSN Program courses until they are fully admitted into the BSN Program by the University.
- 2.2 Upon completion of the ADN Program, obtaining the necessary licensure and meeting all the applicable University admissions criteria, CEP Cohort students may be admitted into the BSN Program. The University will evaluate applications for admission in accordance with its usual standards for admissions. CEP Cohort students will be eligible for financial aid with the University upon admission and enrollment into the BSN Program only. For clarification, calculation for federal financial aid will commence after admission and enrollment into the BSN Program. At no time will any courses taken prior to admission and enrollment be used towards any University federal financial aid calculations.

3. **Community College Cohort:** During the term of this Agreement, School may provide scheduled groups of graduates (hereinafter referred to as a "Community College Cohort(s)") that will commence a designated degree program ("Program"). The parties will mutually agree to the location, modality, type of cohort, start and end dates of the Program using the example SOW form set forth in Exhibit A. The University will issue a SOW setting forth the University's tuition rate and does not require any further action by the parties and will be incorporated into this Agreement.

4. **Cooperation:** School will provide the University the opportunity to inform students about the benefits of this Agreement. At a minimum, School shall coordinate the following activities in order to assist in meeting the minimum of fifteen (15) participants. All scheduled activities, including dates, times, and locations will be provided in advance and pre-approved by School.

- a. Virtual and/or face-to-face information meetings at School site;
- b. Virtual and/or face-to-face enrollment sessions at School site; and
- c. Table displays in School's common student areas.

5. **Cohort Options:** The parties will mutually agree to one of the following cohort options which will be included in an applicable SOW.

**"Closed Cohort"**- School shall provide a minimum of fifteen (15) students for the cohort. The University shall have no obligation to offer any cohort unless the minimum number of students for enrollment as set forth above has been confirmed. All students in the cohort will attend the same classes in the same course sequence in the same modality.

**"Open Cohort"**- School shall provide a minimum of fifteen (15) students for the cohort. Other University students who are may be eligible to join the group as open enrollment, provided there is room in the group and offered at an approved University location or in the online modality. The University shall have no obligation to offer any cohort unless the minimum number of students for enrollment as set forth above has been confirmed. All students in the cohort will attend the same classes in the same course sequence in the same modality.

**"Collaborative Cohort"**- A collaborative cohort shall be defined as a cohort made up of School's Eligible Students and other University institutional client students. School shall provide a minimum of five (5) students for each collaborative cohort. The

University, at its discretion, will organize and facilitate collaborative cohort groups between two or more University clients. The University shall have no obligation to offer any collaborative cohort unless the minimum number of students for enrollment as set forth herein this Agreement has been confirmed. All students in the collaborative cohort will attend the same classes in the same course sequence in the same modality.

**6. Articulation:** Any course articulation shall be mutually agreed upon in a separate agreement.

**7. Marketing:**

**7.1** Both parties agree that they shall not use the name, image or likeness, tradename, service marks or domain names (“Marks”) of the other in any publication, promotional or marketing material without the prior written consent of the other party. The parties agree to provide the other with the process for obtaining such approval. Neither party may use the Marks of the other except upon prior approval and only in furtherance of this Agreement and for no other purpose. Neither party will use the other party’s Marks a manner that disparages the other party, its Marks or its products or services, or portrays the other party, its Marks or its products or services in a false, competitively adverse or poor light.

**7.2** Each of the parties shall remain the sole owner of all rights in and to its respective name, tradenames, trademarks, service marks, trade secrets, patents, copyrights, logos, data, databases and other intellectual property rights, as the same now exist or as they may hereafter be modified in the future by either party during the term of this Agreement (collectively, the “Intellectual Property Rights”). Neither party shall be deemed by any provision of this Agreement to have any ownership interest in the Intellectual Property Rights of the other party, but shall have only the right to use the same in connection with the performance of this Agreement.

**7.3** Any marketing materials provided to the other pursuant to this Agreement may not be revised, modified or re-formatted in any way without the prior written consent of the other.

**7.4** The University will provide information to School to assist prospective students as to the admission requirements, required course of study, costs, expected time commitment, and other information a prospective student may find useful in selecting and applying for a course of study.

**8. Term and Termination:**

**8.1** This Agreement shall remain in effect until terminated. Any party may terminate this Agreement, with or without cause, upon thirty (30) days written notice to the other. If either party believes that this Agreement might violate any law or regulation, adversely affect its accreditation, or its license or exemption issued by a Federal or State educational board or commission, the effected party may immediately terminate this Agreement upon written notice to the other.

**8.2** If, for any reason, this Agreement is terminated, students may complete their Program at another location or online depending upon location, availability, class size and modality. Not all University programs are available at all locations or in all modalities. Additional costs, if any, to attend a course at another location other than what is set forth in an applicable SOW will be the responsibility of the student.

**9. FERPA:** Each party agrees to abide by and comply with the Federal Education Rights and Privacy Act, as amended (“FERPA”). Any additional information requested and/or provided by one party to the other under this Agreement will be subject to FERPA and all applicable laws and regulations.

**10. Admissions Evaluation:** All students are subject to the University’s admission policies and all other policies and procedures as set forth in the University’s Student Handbook. The University will evaluate applications for admission in accordance with its usual standards for admissions.

**11. Provision of Educational and Administrative Services:** Notwithstanding any other provision of this Agreement, the University’s relationship with its students as well as any other matter concerning the provision or delivery of educational or administrative services to such students, regardless of whether such students are School’s employees or otherwise, shall be governed pursuant to the terms of the University’s policies and procedures then in effect, including, but not limited to, those published in the applicable University Catalog.

**12. Notice.** Notices under this Agreement shall be deemed to have been given on the date actually received when personally delivered or when sent electronically confirmed facsimile or email followed by written confirmation sent by mail to the address provided for below. The notice address for each party is in the opening paragraph and email and/or facsimile addresses are provided for below, and may be changed by giving notice as provided herein. All written notices provided to the University must copy the office of the University General Counsel.

UNIVERSITY

Name: Peter Cohen, President  
Email address: [salesoperations@phoenix.edu](mailto:salesoperations@phoenix.edu)  
Facsimile: 602-557-3015

School

Name: Solano Community College

Email address: [robert.gabriel@solano.edu](mailto:robert.gabriel@solano.edu); erin.craig@solano.edu  
Facsimile: (707) 646-2062

13. **General Provisions:** This Agreement does not create any rights, title, or interest for any person or entity other than School or the University. Each party acknowledges that the relationship with the other is that of an independent contractor and nothing in this Agreement shall be construed to create a partnership, joint venture, or agency relationship between the parties. If any provision of this Agreement is held by any court or other tribunal to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. Each party agrees to abide by all applicable Federal and State laws. Each individual executing this Agreement on behalf of another entity represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of said entity and that this Agreement is binding upon said organization in accordance with this Agreement's terms. Unless expressly stated otherwise in the SOW, if there is a conflict between this Agreement and any SOW, the terms and conditions in this Agreement shall govern the parties' obligations.
14. **Entire Agreement:** This is the entire Agreement between the parties relating to the subject matter herein and supersedes any prior representations or agreements, oral or written, and all other communications related to the subject matter.

**SOLANO COMMUNITY COLLEGE**

**UNIVERSITY OF PHOENIX, INC.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Celia Esposito-Noy, Ed.D.  
\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

Superintendent-President  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: STUDENT EXPERIENCES AGREEMENT BETWEEN SOLANO  
COMMUNITY COLLEGE AND SUTTER BAY MEDICAL  
FOUNDATION

**REQUESTED ACTION:**

- Information OR  Approval  
 Consent OR  Non-Consent

**SUMMARY:** A student experiences agreement between Solano Community College District and Sutter Bay Medical Foundation 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 general acute care health care facility in which to practice. The CCR for the Board of Registered Nursing, Section 1427 requires "A program that utilizes agencies and/or facilities for clinical experience shall maintain written agreements with such facilities." These agreements must be current, reviewed periodically, and revised, as indicated. A copy of the Agreement will be available in the Office of the Superintendent-President, in the Office of the Dean of the School of Health Sciences, and in the offices Sutter Health, 2700 Gateway Oaks Drive, Suite 1141, Sacramento, CA 95833.

**STUDENT SUCCESS IMPACT:**

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

Ed. Code: CCR 1427 Board Policy: 3520 Estimated Fiscal Impact: NONE

SUPERINTENDENT'S RECOMMENDATION:  APPROVAL  DISAPPROVAL  
 NOT REQUIRED  TABLE

PRESENTER'S NAME  
Robert J. Gabriel, Ph.D., Dean, School of Health Sciences  
4000 Suisun Valley Road  
Fairfield, CA 94534  
ADDRESS  
707-864-7108  
TELEPHONE NUMBER

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

VICE PRESIDENT APPROVAL  
May 25, 2018

May 25, 2018  
DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT

DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT

## STUDENT EXPERIENCES AGREEMENT

BETWEEN  
SUTTER BAY MEDICAL FOUNDATION  
AND  
SOLANO COMMUNITY COLLEGE DISTRICT

This Student Experiences Agreement for Programs Not Requiring Physician Supervision (“Agreement”) is between **SUTTER BAY MEDICAL FOUNDATION**, a California nonprofit public benefit corporation (hereafter “Foundation”) and **SOLANO COMMUNITY COLLEGE** (hereafter “School”) and is effective as of **June 7, 2018** (the “Effective Date”).

### RECITALS

- A. Foundation owns and operates a medical foundation exempt from licensure in accordance with California Health & Safety Code §1206(l), providing medical care and research in a variety of outpatient facilities (each may be referred to as an “Ambulatory Facility” and collectively as the “Ambulatory Facilities”).
- B. School provides certain undergraduate and graduate programs related to the field of healthcare that do not require physician supervision (each, a “Program”), and desires its students enrolled in such Programs (each, a “Student” and together, “Students”) to obtain practical experience at one or more of the Ambulatory Facilities.
- C. It is to the mutual benefit of the parties to this Agreement that the Students of School’s Program use such Facilities for their clinical or non-clinical experience (“Experience”).

**NOW, THEREFORE**, the parties agree as follows:

### 1. GENERAL INFORMATION

- A. **Coordination.** Program Coordinator and Foundation Designee (each as separately defined herein) shall communicate on an ongoing basis and periodically evaluate changes or issues involving staff, curriculum, policies and/or procedures. Direct Student contact to the Ambulatory Facility is prohibited.
- B. **Preliminary Information.** Both parties, before the beginning of the Experience, shall agree upon the Ambulatory Facility(ies), the number and identity of the Students participating under this Agreement, the identity of each Student’s proposed Instructor and/or Preceptor (defined in Section 1.D) if known, and the period of time for each Student’s Experience. Foundation reserves the right to accept as few (which may be zero) or as many Students, at any given Ambulatory Facility, at any given time, in its sole discretion.
- C. **Schedule of Assignments.** The maximum number of Students to receive an Experience at an Ambulatory Facility shall be mutually agreed upon by the parties at least thirty (30) days prior to beginning of the Experience based upon the availability of space and other considerations, in Foundation’s sole discretion as described above. Clinical rotation groups shall consist of up to a maximum of between eight (8) and ten (10) Students per clinical Instructor, with the actual

maximum number to be set by Foundation in its sole discretion. Precepted Experiences shall consist of one (1) Student per one (1) clinical Preceptor, subject to Instructor involvement as described below.

- D. **Faculty/Clinical Preceptors.** School shall provide instructor(s) to supervise all instruction and Student activities (“Instructors”) for the Program in Facilities, except as otherwise agreed by the parties. Foundation may agree to provide qualified staff to act as clinical preceptors for a particular Experience (“Preceptors”); provided, however, that School shall remain responsible to provide Instructor supervision even for precepted Experiences.

## 2. SCHOOL’S RESPONSIBILITIES

- A. **Pre-Experience Information.** After the parties have agreed upon the preliminary information described in Section 1.B above, School shall complete and send to Foundation, at least thirty (30) days prior to the beginning of the planned Experience, the following information as part of its attestation letter (see form attached hereto as **Exhibit A**): each Student’s name, address, and telephone number; each Student Preceptor’s (if any) name, address and telephone number and signature indicating his/her willingness to act as a Preceptor; each Instructor’s (if any) name, address, and telephone number; the applicable Ambulatory Facility(ies) for the Student’s Experience; and the duration of each planned Experience. Foundation shall regard this information as confidential. At Foundation’s request, this information may be submitted through a student management tool selected by Foundation.
- B. **Program Coordinator.** School shall designate a member of its staff (“Program Coordinator”) to coordinate with the Foundation Designee (as defined herein) in the planning of the Experience to be provided to Students. Requests for Student Experiences in any Ambulatory Facility shall come through the Program Coordinator, rather than Students directly contacting any Ambulatory Facility.
- C. **Records.** School shall maintain all personnel and academic records of the Students.
- D. **Accreditation; Licenses and Credentials.** School shall maintain appropriate accreditation by one of the six regional accrediting agencies recognized by the U.S Department of Education and its Office of Postsecondary Education and the applicable professional association for each Program as applicable; if there is no such applicable accrediting body for the Program, then School shall maintain approval to operate by the California Bureau for Private Postsecondary Education (“BPPE”). School shall also maintain appropriate licensing and credentials of its entities and employees.

School shall, upon Foundation’s request, furnish evidence of such approval, accreditation, licensing and credentials. If, during the term of this Agreement, School’s accreditation or approval status with any of the above-listed bodies changes, or if School no longer maintains the above-required licensing and credentials, School shall notify Foundation of such change in status and the reasons therefore, within five (5) days of School becoming aware of such change.

- E. **Compliance with Laws and Policies.** School shall comply, and shall ensure that Students and Instructors comply, with all applicable laws, rules, and regulations, standards of accrediting bodies, Foundation policies and procedures, and rules and regulations.
- F. **Supervision.** School shall maintain responsibility for the activities and conduct of Students and any Instructors while at Ambulatory Facility(ies), and shall maintain supervision over the Program(s) (including all grading). However, Foundation shall provide appropriate training as required by this Agreement, and shall retain all professional and administrative responsibility for the services rendered pursuant to this Agreement to the extent required to comply with Title 22 of the California Code of Regulations. Foundation is not a teaching institution, and makes no representations or warranties regarding the educational credit that the Students may earn from School through the Experience, or whether the Experience satisfies state or educational requirements for future licensure of the Students. Students and School shall be responsible for assessing whether the Experience satisfies educational requirements for credit at the School, and educational and state requirements for licensure.
- G. **Orientation.** School shall provide Students and Instructors with orientation to regulatory requirements, including the following: regulatory compliance, The Joint Commission requirements, and HIPAA (as defined in Section 2.H.5). School shall also ensure that Students and any on-site Instructors participate in any additional orientation required by Foundation, which may be in person, on-line, or another format deemed acceptable to Foundation.
- H. **Student and On-Site Instructor Responsibilities.** School shall require Students and any on-site Instructors to sign and return the Workforce Confidentiality Agreement, attached hereto as **Exhibit B**. School shall require Students to sign the Student's Declaration of Responsibilities attached hereto as **Exhibit C**. School shall require on-site Instructors to sign the Instructor's Declaration of Responsibilities attached hereto as **Exhibit D**. In addition, School shall notify Students and any on-site Instructors that they are responsible for the following:
- 1) Following the clinical and administrative policies, procedures, rules and regulations of Foundation.
  - 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, and assuming all costs of health care treatment and services received by the Student that are not covered by health insurance, other insurance, workers' compensation or other such coverage.
  - 5) Maintaining confidentiality of patient information. No Student shall have the right to access or receive any patient protected health information,

including any medical record. Foundation may, in its sole discretion, permit Student access to patient protected health information, including medical records, when necessary in the regular course of the Experience. The discussion, transmission or narration in any form by Students or Instructors of any patient information of a personal nature, medical or otherwise, obtained in the regular course of the Program(s) is forbidden except as a necessary part of the Experience and then, limited to only the minimum information necessary. If permissible under federal and state laws and regulations, Students and Instructors shall use “de-identified information,” (as defined by the Federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, Subtitle D of the Federal HITECH Act, 42 U.S.C. § 17921 et seq., and the regulations promulgated thereunder (collectively referred to herein as “HIPAA”)) only in any discussions with School, its employees, contractors, or agents not participating as on-site Instructors. To preserve patient confidentiality, Students and Instructors shall not be permitted to use any cameras or cell phones to take photographs in the Ambulatory Facility(ies).

- 6) Following dress code of Foundation and wearing ID badges identifying themselves as students.
- 7) Participating in orientation pursuant to Section 2.G (Orientation) of this Agreement.
- 8) With respect to Students only, interacting with Foundation’s patients under the direct supervision of a faculty member provided by School or Foundation -provided preceptors.
- 9) Notifying Foundation immediately of any perceived or suspected violation of federal or State laws or Foundation policies.

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 employees and agents of School, including, without limitation, Instructors, participating under this Agreement. School shall defend, indemnify, and hold Foundation harmless from all liability and responsibility therefore.

J. **Health Policy.** School shall provide Foundation, prior to a Student’s arrival at a Ambulatory Facility, with an attestation in the form provided at **Exhibit B** that Student has demonstrated proof of immunity consistent with Foundation employee health policy as detailed at Section C of **Exhibit F**. School shall notify Foundation prior to a Student’s arrival at the Ambulatory Facility if the Student is a known carrier of an infectious or communicable disease. If such information indicates that patients of Foundation would be placed at risk if treated by a particular Student, Foundation reserves the right to refuse to allow such Student to participate in the Experience at Foundation. Foundation is not financially responsible for providing these tests for Students. Foundation has the same

requirements for any School Instructors participating on-site under this Agreement.

- K. **Background Checks.** The School shall provide Foundation with an attestation in the form provided at **Exhibit B** that it has obtained of a lawful background check for each Student and Instructor before the planned Experience, in accordance with the provisions set forth in **Exhibit F**. Foundation shall not be financially responsible for the background check. If any information obtained through a background check indicates that patient(s) and/or employee(s) of Foundation would be placed at risk by the presence of a particular Student or Instructor, Foundation reserves the right to refuse to allow such Student or Instructor to participate in any Experience at an Ambulatory Facility.
- L. **American Heart Association Certification.** For clinical Students only, School shall provide proof of each Student's certification in basic life support (BLS) by the American Heart Association.

### 3. FOUNDATION'S RESPONSIBILITIES

- A. **Access to Facilities.** Foundation shall permit only the mutually agreed upon Instructor(s) and Student(s) access to the Ambulatory Facility(ies) as appropriate and necessary for the Experience(s), provided that the Instructor(s) and Student(s) shall not interfere with the activities of Foundation.
- B. **Accreditation.** Upon request, Foundation shall permit the appropriate accreditation agency to make site visits to the Ambulatory Facility(ies), at reasonable and mutually agreed upon times that do not interfere with the delivery of services to patients and the general operation of Foundation, to verify the current Experience(s) for the applicable Program(s).
- C. **Foundation Designee.** Foundation shall designate a member of Foundation's staff ("Foundation Designee") to participate with the Program Coordinator in planning, implementing and coordinating the Experience(s).
- D. **Training Capacity.** Student(s) shall perform in a training capacity only and shall not be utilized to treat patients in lieu of trained professionals employed by Foundation. School shall ensure that Students interact with patients only when under the supervision of a qualified professional.

### 4. WITHDRAWAL OF STUDENTS

Subject to Section 5 (Non-Discrimination), Foundation may request School to withdraw from the Experience any Student or on-site Instructor whom Foundation determines is not performing satisfactorily, or who violates Foundation's or its medical staff's or policies, procedures, rules and/or regulations, or standards of accrediting bodies or who violates federal or State laws. Foundation may also deny participation in the Experience to any Student or on-site Instructor in accordance with the provisions of California Labor Code sections 432.7 and 432.8. School shall comply with Foundation's request promptly, and in no event later than five (5) days from School's receipt of such request. Foundation reserves the right to suspend from participation immediately any Student or

on-site Instructor whose participation in the Experience poses an imminent danger of harm to patients, employees or others.

## **5. NON-DISCRIMINATION**

The parties agree that all Students participating in the Experience(s) pursuant to this Agreement shall be selected without discrimination on account of race, color, religion, national origin, ancestry, disability, marital status, gender, sexual orientation, age, veteran status, medical condition, citizenship, or any other legally protected status under applicable law or Foundation policy.

## **6. STATUS OF SCHOOL AND FOUNDATION**

It is expressly agreed and understood by the parties that Students and any on-site Instructors under this Agreement are in attendance at Ambulatory Facility(ies) for educational purposes, and such Students and Instructors are not considered employees of Foundation for any purpose, including, but not limited to, compensation for services, employee welfare and pension benefits, or workers' compensation insurance. In the performance of the work, duties and obligations under this Agreement, the parties shall at all times act and perform as independent contractors, and shall not be joint ventures or agents of the other. Neither Foundation nor School shall provide or receive compensation from the other for any work, duties or obligations under this Agreement.

## **7. INDEMNIFICATION**

- A. School agrees to indemnify, defend and hold harmless Foundation and its affiliates, parents and subsidiaries, and any of their respective directors, officers, agents, and employees from and against all claims, liability, loss, damages, costs, and expenses (including court costs and attorney fees), arising out of or resulting from the acts or omissions of the School, its officers, employees, Students, Instructors, or agents.
- B. Foundation agrees to indemnify, defend and hold harmless School, its officers, agents, and employees from and against any and all claims, liability, loss, damages, costs, and expenses (including court costs and attorney fees), arising out of or resulting from the acts or omissions of Foundation, its agents or its employees.

## **8. INSURANCE**

- A. School shall procure and maintain the following insurance during the term of this Agreement, at its sole cost and expense, from an insurance company acceptable to Foundation or a program of self-insurance, that protects it and the Foundation against liability arising from or incident to the performance of this Agreement, in proportion to and to the extent of the negligent acts or omissions of the School or the School's officers, employees, or agents:
  - a. Commercial General Liability insurance covering School's officers, employees, or agents (including Students and Instructors), in an amount not less than One Million Dollars (\$1,000,000.00) for each occurrence and Three

Million Dollars (\$3,000,000.00) aggregate, which shall include contractual liability, personal and advertising liability.

- b. Professional Liability insurance covering Students and Instructors, in an amount not less than Two Million Dollars (\$2,000,000.00) for each occurrence and Four Million Dollars (\$4,000,000.00) aggregate.
  - c. Privacy/Cyber Liability insurance covering liabilities resulting or arising from acts, errors, or omissions, in connection with the services provided by School's officers, employees, or agents (including Students and Instructors) or permitted under this Agreement which are associated with any unlawful or unauthorized access to, or acquisition, use or disclosure of Protected Health Information (PHI), including any use or disclosure not permitted by this Agreement, and any breach, loss, or compromise of any PHI. Such insurance shall provide coverage for up to Five Million Dollars (\$5,000,000.00) per claim.
  - d. Workers' Compensation insurance as required by the laws of the state in which the work is being performed, and Employers' Liability insurance with limits of One Million Dollars (\$1,000,000.00) per accident / per disease. In the event School does not carry Workers' Compensation insurance on the Students, School shall require each Student to maintain comprehensive health and accident insurance in a minimum amount of One Hundred Thousand Dollars (\$100,000.00) per Student per claim, and shall provide Foundation with evidence of such coverage for each Student at least thirty (30) days before the start of the planned Experience.
- B. If any such insurance is written on a claims-made policy form, the policy shall have a retroactive date prior to or coinciding with the effective date of this Agreement and shall continue for five (5) years following termination of this Agreement. In the event that a claims-made policy is canceled, terminated or non-renewed, School shall obtain an extended reporting period endorsement for the remainder of the five (5)-year period.
- C. School shall provide Foundation 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 Foundation of the cancellation of such insurance. School shall promptly notify Foundation of any cancellation, reduction, or other material change in the amount or scope of any coverage required hereunder.

## 9. TERM AND TERMINATION

- A. **Term.** This Agreement shall be effective as of the Effective Date, and shall remain in effect for three (3) years thereafter.
- B. **Renewal.** This Agreement may be renewed for subsequent three (3) year terms, by a party giving the other at least thirty (30) days prior written notice of their desire to renew, and the other parties' agreeing to such a renewal prior to the expiration of the then current term of the Agreement.

C. **Termination.**

- 1) **Mutual Agreement.** This Agreement may be terminated at any time upon the written concurrence of the parties.
- 2) **Without Cause.** This Agreement may be terminated without cause with thirty (30) days prior written notice by a 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, unless such completion would cause an undue financial hardship on Foundation or the unit in which Student is assigned ceases to operate.
- 3) **Change in Accreditation Status, License, or Credentials.** Foundation may terminate this Agreement immediately upon provision of written notice to School if School notifies Foundation of a change in School's accreditation status or licensure or credentials, pursuant to Section 2.D (Accreditation; Licenses and Credentials), or if Foundation otherwise learns of such change.

10. **GENERAL PROVISIONS**

- A. **Assignment.** Neither party may, directly or indirectly, in whole or in part, either by operation of law or otherwise, assign or transfer this Agreement or delegate any of its obligations under this Agreement without the other party's prior written consent. Any attempted assignment, transfer or delegation without such prior written consent will be void and unenforceable. Notwithstanding the foregoing, Foundation, or its permitted successive assignees or transferees, may assign or transfer this Agreement or delegate any rights or obligations hereunder without consent: (1) to any entity controlled by, or under common control with, Foundation, or its permitted successive assignees or transferees; or (2) in connection with a merger, reorganization, transfer, sale of assets or product lines, or change of control or ownership of Foundation, or its permitted successive assignees or transferees. This Agreement shall inure to the benefit of and shall be binding on the parties hereto, their successors and assigns, except as otherwise provided in this Agreement.
- B. **Dispute Resolution.** The parties agree to meet and confer to resolve any dispute arising out of or in connection with this Agreement, including any question regarding its existence, interpretation, validity or termination. If such dispute cannot be resolved informally through the meet and confer process, the parties shall submit the matter to binding arbitration pursuant to the California Code of Civil Procedure Section 1280, et seq., and the arbitration shall be administered in accordance with the Streamlined Rules of Judicial Arbitration and Mediation Service (JAMS) applicable to commercial arbitrations. The arbitration shall take place in **ALAMEDA COUNTY**. The judgment of the arbitration tribunal will be accompanied by a written statement of the basis for such judgment and may be enforced by any court having proper jurisdiction.
- C. **Attorney's Fees.** If any legal action or other proceeding, including arbitration, is brought by either party to enforce or interpret any provision of, or otherwise

relating to, this Agreement, the prevailing party in such action shall be entitled to award of its costs and reasonable attorney's fees, in addition to such other relief as the court or arbitrator may deem appropriate.

- D. **Survival.** Termination or expiration of this Agreement for any reason shall not relieve either party of any obligation or liability incurred prior to the expiration or termination of this Agreement. The following provisions shall survive termination or expiration of this Agreement, in addition to those that by their nature are intended to survive termination: PAYROLL TAXES AND WITHHOLDINGS; INDEMNIFICATION; INSURANCE; DISPUTE RESOLUTION; and CONFIDENTIALITY.
- 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. A photocopy or scanned version of the executed Agreement may be used as if it were the original Agreement.
- F. **Force Majeure.** Neither party shall be liable nor deemed to be in default for any delay or failure in performance under this Agreement or other interruption of service or employment deemed resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, failure of transportation, machinery or supplies, vandalism, strikes or other work interruptions beyond the reasonable control of either party.
- G. **Governing Law.** This Agreement, and all transactions contemplated by this Agreement, shall in all respects be governed by, and construed and interpreted in accordance with, the laws of the State of California without giving effect to any conflicts of law principles of such state that might refer the governance, construction or interpretation of this Agreement to the laws of another jurisdiction.
- H. **Notices.** All written notices to be given in connection with this Agreement shall be sufficient if sent by (a) certified or registered mail, postage prepaid, or (b) national overnight delivery service addressed to the party entitled to receive such notice at the address specified by such party below:

**FOUNDATION**

Anette Smith-Dohring  
Manager, Workforce Development  
2700 Gateway Oaks Drive, Suite 1141  
Sacramento, CA 95833  
Phone: 916.887.7644  
Email: [EducationContracts@sutterhealth.org](mailto:EducationContracts@sutterhealth.org)

**With a copy to:**

Sutter Health Office of the General Counsel  
2000 Powell Street, Suite 1000  
Emeryville, CA 94608

**SOLANO COMMUNITY COLLEGE**

Name: Robert Gabriel, Ph.D.  
Title/Department: Dean, School of Health Sciences  
Address: 4000 Suisun Valley Road  
City, State, Zip: Fairfield, CA 94534

- I. **Severability.** In the event any portion of this Agreement is declared void, invalid or unenforceable by a court or arbitrator, such portion shall be severed from this Agreement, and the remaining provisions shall remain in effect, unless the effect of such severance would be to alter substantially this Agreement or the obligations of the parties, in which case this Agreement may be terminated by either party upon thirty (30) days prior written notice, or as otherwise allowed by the Term and Termination provisions of this Agreement.
- J. **No Waiver.** No waiver of a breach of any provision of this Agreement may be construed as a waiver of any breach of any other provision. To be effective, a waiver must be in writing. No single waiver may be treated as an ongoing waiver unless expressly agreed in writing.
- K. **No Referrals/Non-Exclusivity.** Nothing in this Agreement is intended to obligate, nor shall anything in this Agreement obligate any party to the Agreement to refer business to any other party. Further, this Agreement is not exclusive, and the parties may enter into similar agreements with other parties.
- L. **No Third Party Rights.** Unless otherwise expressly provided in this Agreement, nothing contained herein is intended nor shall be construed to create rights running to the benefit of any person or entity not a party to this Agreement.
- M. **Confidentiality.** The parties shall protect the confidentiality of each other's records and information, and shall not disclose confidential information without the prior written consent of the other party except as otherwise expressly provided herein. All patient records, reports and information obtained, generated or encountered relating to the Experience shall at all times be and remain the property of Foundation. Students and Instructors shall not remove original or copied patient or other confidential information or communicate such information to others, including, but not limited to, School, without the express prior written

permission of Foundation. School shall warrant to Foundation that each Student and Instructor has received appropriate training in the Student's/Instructor's duty to maintain the confidentiality of patient and Foundation proprietary information at all times, and to comply with all federal and California laws relating to the privacy of individually identifiable health information. Such laws include, without limitation, HIPAA and the California Confidentiality of Medical Information Act. Foundation reserves the right to provide appropriate confidentiality training to the Students and Instructors, and to designate the Students and Instructors as members of Foundation's workforce, as defined by HIPAA. If permissible under federal and state laws and regulations, Students and Instructors shall only use de-identified information (as defined by HIPAA) in any discussion with School, its employees and agents not acting as on-site Instructors.

Neither party shall be obligated to hold the following information in confidence (and such information shall not be deemed to be confidential information); provided, however, nothing in this paragraph shall apply to any individually identifiable health information: information that is or becomes publicly available through no fault of the recipient, information developed by a party without using any confidential information, information lawfully possessed by a party before receipt from the disclosing party, and information lawfully disclosed to a party on a non-confidential basis from a person or entity that is not bound by a duty of confidentiality. A party may disclose confidential information as required by law, provided that such disclosing party provides reasonable prior notice to the other party to enable such other party to attempt to prevent or limit the disclosure and the disclosing party assists the other party upon request in seeking relief from or limiting the disclosure.

- N. **Entire Agreement.** This Agreement constitutes the entire understanding and agreement between the parties as to those matters contained in it, and supersedes any and all prior or contemporaneous agreements, representations and understandings of the parties. This Agreement may be amended or extended at any time by mutual agreement of the parties, but any such amendment or extension must be in writing, dated, and signed by the parties.

## 11. EXECUTION

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

***[Signatures follow]***

**SIGNATURES PAGE****SUTTER BAY MEDICAL FOUNDATION:****SOLANO COMMUNITY COLLEGE  
DISTRICT**By: \_\_\_\_\_  
(Signature)

Name: Maynard Jenkins

Title: Vice President, Human Resources

Date: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

Name: Celia Esposito-Noy, Ed.D.

Title: Superintendent-President

Date: \_\_\_\_\_

## EXHIBIT A

The list of Foundation Facilities included in this Agreement may be found here:

**Sutter East Bay Medical Foundation**

<http://www.sebmf.org/>

**Palo Alto Medical Foundation**

<http://www.pamf.org/clinics/>

**Sutter Pacific Medical Foundation Urgent Care**

<http://bit.ly/2DyTQzE>

**Sutter Health Walk-In Care**

Dublin: <http://bit.ly/2DJBi30>

Petaluma: <http://bit.ly/2DJCrr8>

San Francisco: <http://bit.ly/2nagoAu>

San Jose: <http://bit.ly/2DIR8ed>

San Ramon: <http://bit.ly/2FdcZaM>

Walnut Creek: <http://bit.ly/2nbo85o>

**EXHIBIT B****Sample Letter of Attestation**

VIA EMAIL TO: Foundation Designee and/or [EducationContracts@sutterhealth.org](mailto:EducationContracts@sutterhealth.org)

Date

Foundation Designee  
Sutter Bay Medical Foundation  
Sutter Health Facility Location  
City, CA Zip Code

Dear :

Please accept this letter as School's attestation that the Students scheduled to begin an Experience with [REDACTED] ("Foundation"), a California nonprofit public benefit corporation on **DATE** have successfully completed the background, drug and health screening requirements as outlined in the Student Experiences Agreement ("Agreement").

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

The planned Experiences are as set forth in Attachment 1 to this Attestation Letter.

Sincerely,

Program Director  
School



**ATTACHMENT 1  
INFORMATION SHEET**

Student (name, address, phone number)	Preceptor (if any) (name, address, phone number, and signature indicating willingness to act as Preceptor)	Instructor (if any) (name, address, phone number)	Facility(ies)	Planned Rotation Start and End Dates

## EXHIBIT C

### **Sutter Health WORKFORCE CONFIDENTIALITY ACKNOWLEDGMENT**

*I understand that, because of my work for or employment by Sutter Health or its affiliates (individually and collectively, "Sutter Health"), I may have access to Confidential Information. I understand that Confidential Information may not be disclosed except as permitted or required by Sutter Health policies and procedures or as required by law. I understand and acknowledge my obligation to comply with all Sutter Health Privacy and information security policies, the Standards of Business Conduct, and departmental procedures related to the security and confidentiality of Confidential Information to the extent they apply to me. I understand that these policies, standards, and procedures are available to me on the MySutter intranet site, or by contacting my department Supervisor/Manager, Privacy Officer, Information Security Officer, Compliance Officer or Human Resources.*

**CONFIDENTIAL INFORMATION.** As used in this Workforce Confidentiality Acknowledgment ("Acknowledgment"), "Confidential Information" includes:

1. All information, including but not limited to Sutter Health strategies, new products, business plans, and prices, contained in any document designated as "Confidential Information," "Proprietary Information," "Trade Secrets," or other similar marking.
2. Proprietary business information, including any information and trade secrets used in the operation of Sutter Health's business that is sufficiently valuable and secret to afford an actual or potential economic advantage over others and is not generally available to the public, including but not limited to provider contracts, pricing schedules, information system technical designs, marketing plans and strategies, business forecasts and strategies, formulas, processes, or designs.
3. "Protected Health Information" ("PHI"), which means individually identifiable health information, including demographic information collected from an individual, in any form, created or received by a health care provider, health plan, employer, or health care clearinghouse; and relates to the past, present, and future physical or mental health or condition of an individual in his or her status as a patient; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual; or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, with a few limited exceptions.
4. Private personnel information (such as health and disability, benefits, payroll, and other private information), but only if I acquired the information solely through access granted as part of my formal job duties.
5. Confidential Information includes information in any format and stored in any type of media, including but not limited to hard-copy, electronic, or information system records, files and data. Confidential Information also includes verbal and memorized information.
6. Confidential Information does not include information concerning the terms and conditions of employment, such as wages, hours, benefits, or labor disputes, as long as I did not acquire the information solely by virtue of access granted as part of my formal job duties.

I understand and acknowledge that:

- I have access to Protected Health Information and other Confidential Information directly or indirectly in my formal job duties.
- I have received, read, and understand the Sutter Health Privacy and Information Security policies, including (but not limited to) the Workforce Confidentiality and Privacy Policy.

- Workforce members are obligated to protect and safeguard Confidential Information, regardless of format (e.g., paper, voice, electronic), by following Sutter Health Privacy and Information Security policies and the requirements outlined in this Workforce Confidentiality Acknowledgment.
- I must make reasonable efforts to avoid being overheard in public places or private spaces and reasonably limit Confidential Information discussed or displayed near any individual who does not have the right or need to know. This includes taking precautions such as limiting computer screens from being inappropriately visible to others, securing paper documents so that unauthorized persons cannot view or take them, logging off before leaving my computer unattended, and shredding Confidential Information that is no longer needed.
- I am not allowed to access, use, or disclose Protected Health Information of any individual (including, for example, that of a friend, relative, celebrity, or staff member), unless I am required to do so as part of my official job duties.
- If I have access to the Sutter Health electronic health record as part of my professional role, I may access my own health information with a few exceptions. I may not print or alter any information in my medical record.
- My authentication codes (including, for example, user ID, security code, password, facility badge access device, and/or biometric ID) are for my use only and I am only permitted to use my authentication codes to access facilities, systems and information appropriate to my job duties. To use anyone else's authentication code in order to access any Sutter Health facility, system, or information is considered a violation of Sutter Health policies. This does not include limited circumstances where shared authentication codes are permitted for patient safety reasons. Shared authentication codes are never permitted for access to Epic. I will not share or allow anyone to use a unique authentication code that has been given only to me to access Sutter Health Information Systems.
- Confidential Information obtained from Sutter Health (including from other Workforce members, from paper records, or through information systems) remains the property of Sutter Health regardless of physical location or method of storage.
- All equipment issued to me by Sutter Health is the property of Sutter Health, and shall be returned to Sutter Health when no longer required for official job duties or at the time of termination of employment.
- Storage of Confidential Information on local hard drives and/or portable/removable devices (e.g., USB drive) is prohibited unless the drive/device is encrypted with Sutter Health Privacy and Information Security approved encryption software. Storing Confidential Information on encrypted local hard drives or portable/removable devices may be done only with VP or Director level approval when absolutely necessary to support business processes and for the minimum amount of time necessary.
- Where Sutter Health provides a guest internet wireless service ("guest internet"), that the guest internet is intended for the use of Sutter Health patients or guests only. When using a Sutter Health computer or other device, I agree that I shall only connect to the Sutter Health network and shall not connect to the guest internet.
- If I believe that the privacy or security of any information or system may be compromised in any way (for example, through the possible disclosure of sign-on information or potential unauthorized access, use or disclosure of Confidential Information, either intentional or accidental), I will contact my Supervisor/Manager/Director, Affiliate Privacy, Information Security or Compliance Officer or report through the Sutter Health Confidential Message Line (800-500-1950) as soon as possible. If at any time I feel that the confidentiality of my authentication codes (for example, password(s), sign-on(s) or identification device(s)) have been compromised, I will notify the Sutter Health Service Desk and the Affiliate Privacy or Information Security Officer immediately so that my code(s)/device(s) can be cancelled and new ones issued.
- My user accounts, access to electronic information, and/or physical access to areas with Confidential Information may be disabled without prior notice by the Sutter Health Chief Privacy and Information Security Officer, Chief Information Officer or their designee when they reasonably believe that my user account/access may be compromised or is being used for inappropriate access to Confidential Information.
- My access privileges are subject to periodic review, revision, and if appropriate, renewal. I understand that all access to, and use of, Sutter Health information systems is subject to monitoring and review as deemed

appropriate by Sutter Health. I understand that I have no right to privacy when using a Sutter Health information system or device and that any information I (actually or attempt to) view, share, print, download or otherwise access may be recorded and/or viewed by Sutter Health.

- I am required to protect and safeguard all Confidential Information including Protected Health Information. This obligation continues indefinitely, even after my employment with Sutter Health ends.
- This Acknowledgment does not supersede any other rules or expectations regarding the use or disclosure of Confidential Information that may be contained in other Sutter Health documents. Such documents include, but are not limited to, job descriptions, policies, employee handbooks and department procedures.
- This Acknowledgement does not limit my ability to file a charge or complaint with the Equal Employment Opportunity Commission, the National Labor Relations Board, the Occupational Safety and Health Administration, the Department of Fair Employment and Housing or any other federal, state or local governmental agency or commission (“Government Agencies”), provided that I do not unlawfully use or disclose PHI in filing such a charge or complaint. I further understand that this Acknowledgement does not limit my ability to communication with any Government Agencies or otherwise participate in any investigation or proceeding that may be conducted by any Government Agency, including providing documents or other information, without notice to Sutter Health, provided I do not unlawfully use or disclose PHI in any such communications or participation. This Acknowledgement does not limit my right to receive an award for information provided to any Government Agencies.
- This Acknowledgment is not intended to, and does not, interfere with any protected rights that I may have under applicable laws, including my right to engage in concerted activity or other rights protected by Section 7 of the National Labor Relations Act, provided that I do not unlawfully use or disclose PHI in the course of such activity.
- Any actual or attempted unlawful or unauthorized access, use or disclosure of Confidential Information may be reportable to government agencies, patients and/or health plan members, and in some cases the media. I understand that if I violate Sutter Health’s Privacy and Information Security policies, including the Workforce Confidentiality and Privacy policy, or this Acknowledgment, I may be subject to immediate disciplinary action, up to and including termination, and that I may be held personally liable by State and/or Federal regulatory agencies. I understand that I could be subject to criminal penalties of up to \$250,000 in fines, 10 years imprisonment or both for the unauthorized and unlawful access to, or disclosure of, Protected Health Information.

My electronic signature acknowledges that I understand my privacy, security and confidentiality obligations as described in this Workforce Confidentiality Acknowledgement and agree to all terms therein.

Printed  
Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_

**EXHIBIT D**

**STUDENT’S DECLARATION OF RESPONSIBILITIES**

I, \_\_\_\_\_, hereby state, represent and agree that:  
(Name of Student)

1. I am over eighteen (18) years of age.
2. I am a student enrolled in the School’s \_\_\_\_\_ program (hereinafter referred to as “Program”) and am participating in an educational experience at \_\_\_\_\_ (“Facility”).
3. I understand that I will need to undergo a background check and provide proof of: (i) immunizations, (ii) annual TB testing and flu shot or declination, and (iii) absence of controlled substances prior to participating on-site at Facility. The specific requirements will be provided to me by my School, and documentation of such proof will be submitted to School and may be submitted to the Facility.
4. I agree to comply with all applicable Facility policies, procedures, and regulations, and such other requirements and restrictions as may be mutually specified and agreed upon by the designated representatives of the Facility and School. I agree to be responsible for my own support, maintenance and living quarters while participating in the educational experience and for any and all transportation to or from Facility.
5. I agree to be responsible for my own medical care needs. I understand that Facility will provide access to emergency medical services should I need such care while engaged in an educational experience at Facility. However, I agree that Facility shall assume no cost or liability for providing such care and that I shall be responsible for and bear any costs incurred for such emergency medical services.
6. I acknowledge that I have received training in blood and body fluid universal precautions consistent with the guidelines published by the U.S. Centers for Disease Control and Prevention and shall provide documentation of such training along with my application for participation in this educational experience.
7. I acknowledge that I am participating in an educational experience in order to obtain academic credit. I acknowledge that I will not be considered an employee of Facility or any of its affiliates, nor shall I receive compensation from Facility or any of its affiliates. I further acknowledge that I am neither eligible for nor entitled to workers compensation benefits under Facility’s or any of its affiliates’ coverage based upon my participation in this educational experience. I further acknowledge that I will not be provided any benefit plans, health insurance coverage, or medical care by Facility or any of its affiliates based upon my participation in this educational experience.
8. I understand that Facility may request School to withdraw me from the educational experience if Facility determines that I am not performing satisfactorily, or that I have violated Facility’s or its medical staff’s policies, procedures, rules and/or regulations, standards of accrediting bodies such as The Joint Commission, or federal or State laws. Facility may also deny my participation in the educational experience in accordance with the provisions of California Labor Code sections 432.7 and 432.8. I further understand and agree that Facility may suspend my participation in the

educational experience immediately if Facility determines that my participation poses an imminent danger of harm to patients, employees or others.

9. I agree to comply with non-discrimination regulations and shall not discriminate against any person because of race, color, religion, sex, sexual orientation, marital status, national origin, age, physical handicap, medical condition or any other legally protected status.
10. I further understand that Facility has the right to suspend or discontinue use of their facilities for educational experiences.
11. I recognize that medical records, patient care information, personnel information, reports to regulatory agencies, and conversations between or among healthcare professionals related thereto are considered confidential and protected and should be treated with utmost confidentiality. I further understand that if it is determined that a breach in confidentiality has occurred as a result of my actions, I can be held liable for damages that result from such a breach.
12. I understand that Foundation employees who are also Students are not considered employees of Foundation while acting in their roles as Students. The following requirements apply to such employees in their Student roles:
  - Student ID name badges must be worn in place of employee badges
  - The Workforce Confidentiality Agreement must be signed
  - The requirements for drug screens and background checks may be waived if the employee received drug screens and background checks upon employment.
  - If a background check is not on file, the regular background check requirements of this Agreement apply.
  - Workers compensation is not offered for employees functioning in a Student role.
  - Students will not perform employment duties while functioning as a Student; employees will not perform student duties while functioning as an employee.
13. In consideration of the educational opportunity afforded to me by Facility, I, with respect to my activities while a student at Facility, hereby waive any claim for damages against Facility, its affiliates, or its and their employees and/or agents alleged to have resulted from any acts or omissions of Facility, its affiliates, or its and their employees and/or agents.

I have read the foregoing and understand and agree to the terms, in consideration of Facility permitting me to participate in the educational experience at Facility.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature, Program Participant

Name: \_\_\_\_\_

\_\_\_\_\_  
Printed Name, Program Participant

**EXHIBIT E**

**ON-SITE INSTRUCTOR'S DECLARATION OF RESPONSIBILITIES**

I, \_\_\_\_\_, hereby state, represent and agree that:  
(Name of Instructor)

1. I am an on-site Instructor for the School's \_\_\_\_\_ program (hereinafter referred to as "Program") at \_\_\_\_\_ ("Facility").
2. I understand that I will need to undergo a background check and provide proof of: (i) immunizations, (ii) annual TB testing and flu shot or declination, and (iii) absence of controlled substances prior to participating on-site at Facility. The specific requirements will be provided to me by my School, and documentation of such proof will be submitted to School and may be submitted to the Facility.
3. I agree to comply with all applicable Facility policies, procedures, and regulations, and such other requirements and restrictions as may be mutually specified and agreed upon by the designated representatives of the Facility and School. I agree to be responsible for my own support, maintenance and living quarters while participating in the educational experience and for any and all transportation to or from Facility.
4. I agree that I am responsible for supervising the Students in my rotation; I will not delegate to any other person (e.g., a Foundation employee or a senior Student) my responsibility to precept or supervise the Students.
5. I acknowledge and agree that clinical rotation groups shall consist of up to a maximum of ten (10) Students per clinical Instructor, and that precepted Experiences shall consist of one (1) Student per one (1) clinical preceptor.
6. I agree to be responsible for my own medical care needs. I understand that Facility will provide access to emergency medical services should I need such care while engaged in an educational experience at Facility. However, I agree that Facility shall assume no cost or liability for providing such care and that I shall be responsible for and bear any costs incurred for such emergency medical services.
7. I acknowledge that I have received training in blood and body fluid universal precautions consistent with the guidelines published by the U.S. Centers for Disease Control and Prevention and shall provide documentation of such training along with my application for participation in this educational experience.
8. I acknowledge that I will not be considered an employee of Facility, nor shall I receive compensation from Facility. I further acknowledge that I am neither eligible for nor entitled to workers compensation benefits under Facility's coverage based upon my participation in this educational experience. I further acknowledge that I will not be provided any benefit plans, health insurance coverage, or medical care from Facility based upon my participation in this educational experience.
9. I understand that Facility may request School to withdraw me from the educational experience if Facility determines that I am not performing satisfactorily, or that I have violated Facility's or its

medical staff's policies, procedures, rules and/or regulations, standards of accrediting bodies such as The Joint Commission, or federal or State laws. Facility may also deny my participation in the educational experience in accordance with the provisions of California Labor Code sections 432.7 and 432.8. I further understand and agree that Facility may suspend my participation in the educational experience immediately if Facility determines that my participation poses an imminent danger of harm to patients, employees or others.

10. I agree to comply with non-discrimination regulations and shall not discriminate against any person because of race, color, religion, sex, sexual orientation, marital status, national origin, age, physical handicap, medical condition or any other legally protected status.
11. I further understand that Facility has the right to suspend or discontinue use of their facilities for educational experiences.
12. I recognize that medical records, patient care information, personnel information, reports to regulatory agencies, and conversations between or among healthcare professionals related thereto are considered confidential and protected and should be treated with utmost confidentiality. I further understand that if it is determined that a breach in confidentiality has occurred as a result of my actions, I can be held liable for damages that result from such a breach.
13. I understand that Foundation employees who are also Instructors are not considered employees of Foundation while acting in their roles as Instructors. The following requirements apply to such employees in their Instructor roles:
  - Instructor ID name badges must be worn in place of employee badges
  - The Workforce Confidentiality Agreement must be signed
  - The requirements for drug screens and background checks may be waived if the employee received drug screens and background checks upon employment.
  - If a background check is not on file, the regular background check requirements of this Agreement apply.
  - Workers compensation is not offered for employees functioning in an Instructor role.
  - Instructors will not perform employment duties while functioning as an Instructor; employees will not perform instructor duties while functioning as an employee.
14. In consideration of the access to its facilities afforded to me by Facility, I, with respect to my activities while at Facility, hereby waive any claim for damages against Facility, its affiliates, or its and their employees and/or agents alleged to have resulted from any acts or omissions of Facility, its affiliates, or its and their employees and/or agents.

I have read the foregoing and understand and agree to the terms, in consideration of Facility permitting me to participate in the educational experience at Facility.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature, On-Site Instructor

Name: \_\_\_\_\_  
Printed Name, On-Site Instructor

## EXHIBIT F

### **BACKGROUND CHECKS AND HEALTH SCREENING PROCESS**

An attestation of the satisfactory completion of the health screens and background checks shall be provided to the Foundation Workforce Development Manager, electronically or via facsimile, no less than **thirty (30) days** prior to Student placement.

#### **A. Background Checks Requirements**

School shall provide proof of a lawful background check for each Student and Instructor by attestation as demonstrated in **Exhibit B**; School shall additionally and separately provide Foundation with a de-identified copy of any background check that contains derogatory information. The background check shall be conducted **no more than ninety (90) days** prior to the start of the Experience, and reported to Foundation **at least thirty (30) days** prior to the start of the Experience. If School has provided a background check for a Student, and the Student participates in an Experience at Foundation, a second background check will not be required prior to the Student participating in an additional Experience at Foundation so long as the Student has remained continuously enrolled in the Program. Foundation is not financially responsible for the background check. The background check shall include at a minimum: a controlled substance screen in accordance with Foundation policy; a county criminal background search in each county where the Student/Instructor has resided in the seven (7) years prior to the Experience; a national registry search of violent sexual offenders and predators; and a sanction search of the Department of Health and Human Services, Office of Inspector General and General Services Administration, and the California Department of Health Care Services, for listing as debarred, excluded or otherwise ineligible for federal or state program participation (<http://oig.hhs.gov/fraud/exclusions.html>; <https://www.epls.gov/>; <http://www.medi-cal.ca.gov/references.asp>). All searches and background checks described above shall include a search of any additional names utilized by the candidate (ex: other first or last names).

#### **B. Background Check Vendor**

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

**Corporate Screening: [www.CorporateScreening.com](http://www.CorporateScreening.com) / [www.VerifyStudents.com](http://www.VerifyStudents.com)**

#### **C. For Students or Instructors currently employed by Foundation**

Foundation employees who are also Students or Instructors are not considered employees of Foundation while acting in their roles as Students or Instructors, per Section 5 (Status of Students and Instructors) of the Agreement. The following requirements apply to such employees in their Student or Instructor roles:

- Student or Instructor ID name badges must be worn in place of employee badges
- The Workforce Confidentiality Agreement must be signed
- The requirements for drug screens and background checks may be waived if the employee received drug screens and background checks upon employment.
- If a background check is not on file, the regular background check requirements of this Agreement apply.
- Workers compensation is not offered for employees functioning in a Student or Instructor role.
- Students and Instructors will not perform employment duties while functioning as a Student or Instructor; employees will not perform student or instructor duties while functioning as an employee.

**D. Health Screening Process.** The following health screening requirements apply to both Students and Instructors of School:

**Demonstrate the absence of tuberculosis (Annually)**

- Initial two-step process; single thereafter. The second step/test should be no more than twenty-one (21) days after the first.
- Individual with a documented PPD response must undergo a chest x-ray
- The local medical examiner may accept a documented negative chest x-ray received within the past 12 months with a current negative symptomatology survey or as required by the authorized Public Health Agency

**Demonstrate immunity to measles, mumps, and rubella, via two-step process or proof of adequate vaccination.**

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

- Varicella zoster
- Diphtheria, Tetanus, and Pertussis (Tdap)
- Hepatitis B status screening (can be declined)
- Annual influenza (proof of shot or declination required between October and April; if declined, Student/Instructor must wear a mask in accord with Ambulatory Facility and County requirements)

**Demonstrate the absence of controlled substances:**

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

**E. Provision of Documentation.** Foundation reserves the right to request actual background check and health screen documents for each Student and Instructor. School must provide requested documentation within two (2) hours of the request for current Students or Instructors. For past Students or Instructors, the School must provide requested documentation within ten (10) business days. School shall retain the Student and Instructor records a minimum of five (5) years.

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

**TO: Members of the Governing Board**

**SUBJECT: STUDENT EXPERIENCES AGREEMENT BETWEEN SOLANO  
 COMMUNITY COLLEGE AND SUTTER VALLEY HOSPITALS**

**REQUESTED ACTION:**

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

**SUMMARY:**

A student experiences agreement between Solano Community College District and Sutter Valley Hospitals 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 general acute care health care facility in which to practice. The CCR for the Board of Registered Nursing, Section 1427 requires “A program that utilizes agencies and/or facilities for clinical experience shall maintain written agreements with such facilities.” These agreements must be current, reviewed periodically, and revised, as indicated. A copy of the Agreement will be available in the Office of the Superintendent-President, in the Office of the Dean of the School of Health Sciences, and in the offices Sutter Health, 2700 Gateway Oaks Drive, Suite 1141, Sacramento, CA 95833.

**STUDENT SUCCESS IMPACT:**

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

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

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

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**ADDRESS**  
 707-864-7108

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**TELEPHONE NUMBER**

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

**VICE PRESIDENT APPROVAL**

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May 25, 2018

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**DATE SUBMITTED TO  
 SUPERINTENDENT-PRESIDENT**

June 6, 2018

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**DATE APPROVED BY  
 SUPERINTENDENT-PRESIDENT**

## STUDENT EXPERIENCES AGREEMENT

**BETWEEN  
SUTTER VALLEY HOSPITALS  
AND  
SOLANO COMMUNITY COLLEGE DISTRICT**

This Student Experiences Agreement for (“Agreement”) is between **SUTTER VALLEY HOSPITALS**, a California nonprofit public benefit corporation (hereafter “Hospital”) and **SOLANO COMMUNITY COLLEGE** (hereafter “School”) and is effective as of **June 7, 2018** (the “Effective Date”).

### RECITALS

- A. Hospital owns and operates several acute care hospitals; those hospitals that are participating in this Agreement (each, a “Facility” and together, “Facilities”) are listed in **Exhibit A**.
- B. School provides certain undergraduate and graduate programs related to the field of healthcare that do not require physician supervision (each, a “Program”), and desires its students enrolled in such Programs (each, a “Student” and together, “Students”) to obtain practical experience at one or more of the Facilities.
- C. It is to the mutual benefit of the parties to this Agreement that the Students of School’s Program use such Facilities for their clinical or non-clinical experience (“Experience”).

**NOW, THEREFORE**, the parties agree as follows:

### 1. GENERAL INFORMATION

- A. **Coordination**. Program Coordinator and Hospital Designee (each as separately defined herein) shall communicate on an ongoing basis and periodically evaluate changes or issues involving staff, curriculum, policies and/or procedures. Direct Student contact to the Facility is prohibited.
- B. **Preliminary Information**. Both parties, before the beginning of the Experience, shall agree upon the Facility(ies), the number and identity of the Students participating under this Agreement, the identity of each Student’s proposed Instructor and/or Preceptor (defined in Section 1.D) if known, and the period of time for each Student’s Experience. Hospital reserves the right to accept as few (which may be zero) or as many Students, at any given Facility, at any given time, in its sole discretion.
- C. **Schedule of Assignments**. The maximum number of Students to receive an Experience at a Facility shall be mutually agreed upon by the parties at least thirty (30) days prior to beginning of the Experience based upon the availability of space and other considerations, in Hospital’s sole discretion as described above. Clinical rotation groups shall consist of up to a maximum of between eight (8) and ten (10) Students per clinical Instructor, with the actual maximum number to be set by Hospital in its sole discretion. Precepted Experiences shall consist of

one (1) Student per one (1) clinical Preceptor, subject to Instructor involvement as described below.

- D. **Faculty/Clinical Preceptors.** School shall provide instructor(s) to supervise all instruction and Student activities (“Instructors”) for the Program in Facilities, except as otherwise agreed by the parties. Hospital may agree to provide qualified staff to act as clinical preceptors for a particular Experience (“Preceptors”); provided, however, that School shall remain responsible to provide Instructor supervision even for precepted Experiences.

## 2. SCHOOL’S RESPONSIBILITIES

- A. **Pre-Experience Information.** After the parties have agreed upon the preliminary information described in Section 1.B above, School shall complete and send to Hospital, at least thirty (30) days prior to the beginning of the planned Experience, the following information as part of its attestation letter (see form attached hereto as **Exhibit B**): each Student’s name, address, and telephone number; each Student Preceptor’s (if any) name, address and telephone number and signature indicating his/her willingness to act as a Preceptor; each Instructor’s (if any) name, address, and telephone number; the applicable Facility(ies) for the Student’s Experience; and the duration of each planned Experience. Hospital shall regard this information as confidential. At Hospital’s request, this information may be submitted through a student management tool selected by Hospital.
- B. **Program Coordinator.** School shall designate a member of its staff (“Program Coordinator”) to coordinate with the Hospital Designee (as defined herein) in the planning of the Experience to be provided to Students. Requests for Student Experiences in any Facility shall come through the Program Coordinator, rather than Students directly contacting any Facility.
- C. **Records.** School shall maintain all personnel and academic records of the Students.
- D. **Accreditation; Licenses and Credentials.** School shall maintain appropriate accreditation by one of the six regional accrediting agencies recognized by the U.S Department of Education and its Office of Postsecondary Education and the applicable professional association for each Program as applicable; if there is no such applicable accrediting body for the Program, then School shall maintain approval to operate by the California Bureau for Private Postsecondary Education (“BPPE”). School shall also maintain appropriate licensing and credentials of its entities and employees.

School shall, upon Hospital’s request, furnish evidence of such approval, accreditation, licensing and credentials. If, during the term of this Agreement, School’s accreditation or approval status with any of the above-listed bodies changes, or if School no longer maintains the above-required licensing and credentials, School shall notify Hospital of such change in status and the reasons therefore, within five (5) days of School becoming aware of such change.

- E. **Compliance with Laws and Policies.** School shall comply, and shall ensure that Students and Instructors comply, with all applicable laws, rules, and regulations, standards of accrediting bodies such as The Joint Commission, Hospital policies and procedures, and Facility medical staff bylaws, rules and regulations, and policies and procedures.
- F. **Supervision.** School shall maintain responsibility for the activities and conduct of Students and any Instructors while at Facility(ies), and shall maintain supervision over the Program(s) (including all grading). However, Hospital shall provide appropriate training as required by this Agreement, and shall retain all professional and administrative responsibility for the services rendered pursuant to this Agreement to the extent required to comply with Title 22 of the California Code of Regulations. Hospital is not a teaching institution, and makes no representations or warranties regarding the educational credit that the Students may earn from School through the Experience, or whether the Experience satisfies state or educational requirements for future licensure of the Students. Students and School shall be responsible for assessing whether the Experience satisfies educational requirements for credit at the School, and educational and state requirements for licensure.
- G. **Orientation.** School shall provide Students and Instructors with orientation to regulatory requirements, including the following: regulatory compliance, The Joint Commission requirements, and HIPAA (as defined in Section 2.H.5). School shall also ensure that Students and any on-site Instructors participate in any additional orientation required by Hospital, which may be in person, on-line, or another format deemed acceptable to Hospital.
- H. **Student and On-Site Instructor Responsibilities.** School shall require Students and any on-site Instructors to sign and return the Workforce Confidentiality Agreement, attached hereto as **Exhibit C**. School shall require Students to sign the Student's Declaration of Responsibilities attached hereto as **Exhibit D**. School shall require on-site Instructors to sign the Instructor's Declaration of Responsibilities attached hereto as **Exhibit E**. In addition, School shall notify Students and any on-site Instructors that they are responsible for the following:
- 1) Following the clinical and administrative policies, procedures, rules and regulations of Hospital.
  - 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, and assuming all costs of health care treatment and services received by the Student that are not covered by health insurance, other insurance, workers' compensation or other such coverage.

- 5) Maintaining confidentiality of patient information. No Student shall have the right to access or receive any patient protected health information, including any medical record. Hospital may, in its sole discretion, permit Student access to patient protected health information, including medical records, when necessary in the regular course of the Experience. The discussion, transmission or narration in any form by Students or Instructors of any patient information of a personal nature, medical or otherwise, obtained in the regular course of the Program(s) is forbidden except as a necessary part of the Experience and then, limited to only the minimum information necessary. If permissible under federal and state laws and regulations, Students and Instructors shall use “de-identified information,” (as defined by the Federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, Subtitle D of the Federal HITECH Act, 42 U.S.C. § 17921 et seq., and the regulations promulgated thereunder (collectively referred to herein as “HIPAA”)) only in any discussions with School, its employees, contractors, or agents not participating as on-site Instructors. To preserve patient confidentiality, Students and Instructors shall not be permitted to use any cameras or cell phones to take photographs in the Facility(ies).
  - 6) Following dress code of Hospital and wearing ID badges identifying themselves as students.
  - 7) Participating in orientation pursuant to Section 2.G (Orientation) of this Agreement.
  - 8) With respect to Students only, interacting with Hospital’s patients under the direct supervision of a faculty member provided by School or Hospital-provided preceptors.
  - 9) Notifying Hospital immediately of any perceived or suspected violation of federal or State laws or Hospital policies.
- 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 employees and agents of School, including, without limitation, Instructors, participating under this Agreement. School shall defend, indemnify, and hold Hospital harmless from all liability and responsibility therefore.
- J. **Health Policy.** School shall provide Hospital, prior to a Student’s arrival at a Facility, with an attestation in the form provided at **Exhibit B** that Student has demonstrated proof of immunity consistent with Hospital employee health policy as detailed at Section C of **Exhibit F**. School shall notify Hospital prior to a Student’s arrival at the Facility if the Student is a known carrier of an infectious or communicable disease. If such information indicates that patients of Hospital would be placed at risk if treated by a particular Student, Hospital reserves the right to refuse to allow such Student to participate in the Experience at Hospital. Hospital is not financially responsible for providing these tests for Students.

Hospital has the same requirements for any School Instructors participating on-site under this Agreement.

- K. **Background Checks.** The School shall provide Hospital with an attestation in the form provided at **Exhibit B** that it has obtained of a lawful background check for each Student and Instructor before the planned Experience, in accordance with the provisions set forth in **Exhibit F**. Hospital shall not be financially responsible for the background check. If any information obtained through a background check indicates that patient(s) and/or employee(s) of Hospital would be placed at risk by the presence of a particular Student or Instructor, Hospital reserves the right to refuse to allow such Student or Instructor to participate in any Experience at a Facility.
- L. **American Heart Association Certification.** For clinical Students only, School shall provide proof of each Student's certification in basic life support (BLS) by the American Heart Association.

### 3. HOSPITAL'S RESPONSIBILITIES

- A. **Access to Facilities.** Hospital shall permit only the mutually agreed upon Instructor(s) and Student(s) access to the Facility(ies) as appropriate and necessary for the Experience(s), provided that the Instructor(s) and Student(s) shall not interfere with the activities of Hospital.
- B. **Accreditation.** Upon request, Hospital shall permit the appropriate accreditation agency to make site visits to the Facility(ies), at reasonable and mutually agreed upon times that do not interfere with the delivery of services to patients and the general operation of Hospital, to verify the current Experience(s) for the applicable Program(s).
- C. **Hospital Designee.** Hospital shall designate a member of Hospital's staff ("Hospital Designee") to participate with the Program Coordinator in planning, implementing and coordinating the Experience(s).
- D. **Training Capacity.** Student(s) shall perform in a training capacity only and shall not be utilized to treat patients in lieu of trained professionals employed by Hospital. School shall ensure that Students interact with patients only when under the supervision of a qualified professional.

### 4. WITHDRAWAL OF STUDENTS

Subject to Section 5 (Non-Discrimination), Hospital may request School to withdraw from the Experience any Student or on-site Instructor whom Hospital determines is not performing satisfactorily, or who violates Hospital's or its medical staff's or policies, procedures, rules and/or regulations, or standards of accrediting bodies such as The Joint Commission, or who violates federal or State laws. Hospital may also deny participation in the Experience to any Student or on-site Instructor in accordance with the provisions of California Labor Code sections 432.7 and 432.8. School shall comply with Hospital's request promptly, and in no event later than five (5) days from School's receipt of such request. Hospital reserves the right to suspend from participation immediately

any Student or on-site Instructor whose participation in the Experience poses an imminent danger of harm to patients, employees or others.

## **5. NON-DISCRIMINATION**

The parties agree that all Students participating in the Experience(s) pursuant to this Agreement shall be selected without discrimination on account of race, color, religion, national origin, ancestry, disability, marital status, gender, sexual orientation, age, veteran status, medical condition, citizenship, or any other legally protected status under applicable law or Hospital policy.

## **6. STATUS OF SCHOOL AND HOSPITAL**

It is expressly agreed and understood by the parties that Students and any on-site Instructors under this Agreement are in attendance at Facility(ies) for educational purposes, and such Students and Instructors are not considered employees of Hospital for any purpose, including, but not limited to, compensation for services, employee welfare and pension benefits, or workers' compensation insurance. In the performance of the work, duties and obligations under this Agreement, the parties shall at all times act and perform as independent contractors, and shall not be joint ventures or agents of the other. Neither Hospital nor School shall provide or receive compensation from the other for any work, duties or obligations under this Agreement.

## **7. INDEMNIFICATION**

- A. School agrees to indemnify, defend and hold harmless Hospital and its affiliates, parents and subsidiaries, and any of their respective directors, officers, agents, and employees from and against all claims, liability, loss, damages, costs, and expenses (including court costs and attorney fees), arising out of or resulting from the acts or omissions of the School, its officers, employees, Students, Instructors, or agents.
- B. Hospital agrees to indemnify, defend and hold harmless School, its officers, agents, and employees from and against any and all claims, liability, loss, damages, costs, and expenses (including court costs and attorney fees), arising out of or resulting from the acts or omissions of Hospital, its agents or its employees.

## **8. INSURANCE**

- A. School shall procure and maintain the following insurance during the term of this Agreement, at its sole cost and expense, from an insurance company acceptable to Hospital or a program of self-insurance, that protects it and the Hospital against liability arising from or incident to the performance of this Agreement, in proportion to and to the extent of the negligent acts or omissions of the School or the School's officers, employees, or agents:
  - i. Commercial General Liability insurance covering School's officers, employees, or agents (including Students and Instructors), in an amount not less than One Million Dollars (\$1,000,000.00) for each occurrence and Three

Million Dollars (\$3,000,000.00) aggregate, which shall include contractual liability, personal and advertising liability.

- ii. Professional Liability insurance covering Students and Instructors, in an amount not less than Two Million Dollars (\$2,000,000.00) for each occurrence and Four Million Dollars (\$4,000,000.00) aggregate.
  - iii. Privacy/Cyber Liability insurance covering liabilities resulting or arising from acts, errors, or omissions, in connection with the services provided by School's officers, employees, or agents (including Students and Instructors) or permitted under this Agreement which are associated with any unlawful or unauthorized access to, or acquisition, use or disclosure of Protected Health Information (PHI), including any use or disclosure not permitted by this Agreement, and any breach, loss, or compromise of any PHI. Such insurance shall provide coverage for up to Five Million Dollars (\$5,000,000.00) per claim.
  - iv. Workers' Compensation insurance as required by the laws of the state in which the work is being performed, and Employers' Liability insurance with limits of One Million Dollars (\$1,000,000.00) per accident / per disease. In the event School does not carry Workers' Compensation insurance on the Students, School shall require each Student to maintain comprehensive health and accident insurance in a minimum amount of One Hundred Thousand Dollars (\$100,000.00) per Student per claim, and shall provide Hospital with evidence of such coverage for each Student at least thirty (30) days before the start of the planned Experience.
- B. If any such insurance is written on a claims-made policy form, the policy shall have a retroactive date prior to or coinciding with the effective date of this Agreement and shall continue for five (5) years following termination of this Agreement. In the event that a claims-made policy is canceled, terminated or non-renewed, School shall obtain an extended reporting period endorsement for the remainder of the five (5)-year period.
- C. School shall provide Hospital 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 Hospital of the cancellation of such insurance. School shall promptly notify Hospital of any cancellation, reduction, or other material change in the amount or scope of any coverage required hereunder.

## 9. TERM AND TERMINATION

- A. **Term.** This Agreement shall be effective as of the Effective Date, and shall remain in effect for three (3) years thereafter.
- B. **Renewal.** This Agreement may be renewed for subsequent three (3) year terms, by a party giving the other at least thirty (30) days prior written notice of their desire to renew, and the other parties' agreeing to such a renewal prior to the expiration of the then current term of the Agreement.

C. **Termination.**

- 1) **Mutual Agreement.** This Agreement may be terminated at any time upon the written concurrence of the parties.
- 2) **Without Cause.** This Agreement may be terminated without cause with thirty (30) days prior written notice by a 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, unless such completion would cause an undue financial hardship on Hospital or the unit in which Student is assigned ceases to operate.
- 3) **Change in Accreditation Status, License, or Credentials.** Hospital may terminate this Agreement immediately upon provision of written notice to School if School notifies Hospital of a change in School's accreditation status or licensure or credentials, pursuant to Section 2.D (Accreditation; Licenses and Credentials), or if Hospital otherwise learns of such change.

10. **GENERAL PROVISIONS**

- A. **Assignment.** Neither party may, directly or indirectly, in whole or in part, either by operation of law or otherwise, assign or transfer this Agreement or delegate any of its obligations under this Agreement without the other party's prior written consent. Any attempted assignment, transfer or delegation without such prior written consent will be void and unenforceable. Notwithstanding the foregoing, Hospital, or its permitted successive assignees or transferees, may assign or transfer this Agreement or delegate any rights or obligations hereunder without consent: (1) to any entity controlled by, or under common control with, Hospital, or its permitted successive assignees or transferees; or (2) in connection with a merger, reorganization, transfer, sale of assets or product lines, or change of control or ownership of Hospital, or its permitted successive assignees or transferees. This Agreement shall inure to the benefit of and shall be binding on the parties hereto, their successors and assigns, except as otherwise provided in this Agreement.
- B. **Dispute Resolution.** The parties agree to meet and confer to resolve any dispute arising out of or in connection with this Agreement, including any question regarding its existence, interpretation, validity or termination. If such dispute cannot be resolved informally through the meet and confer process, the parties shall submit the matter to binding arbitration pursuant to the California Code of Civil Procedure Section 1280, et seq., and the arbitration shall be administered in accordance with the Streamlined Rules of Judicial Arbitration and Mediation Service (JAMS) applicable to commercial arbitrations. The arbitration shall take place in **Sacramento County**. The judgment of the arbitration tribunal will be accompanied by a written statement of the basis for such judgment and may be enforced by any court having proper jurisdiction.
- C. **Attorney's Fees.** If any legal action or other proceeding, including arbitration, is brought by either party to enforce or interpret any provision of, or otherwise

relating to, this Agreement, the prevailing party in such action shall be entitled to award of its costs and reasonable attorney's fees, in addition to such other relief as the court or arbitrator may deem appropriate.

- D. **Survival.** Termination or expiration of this Agreement for any reason shall not relieve either party of any obligation or liability incurred prior to the expiration or termination of this Agreement. The following provisions shall survive termination or expiration of this Agreement, in addition to those that by their nature are intended to survive termination: PAYROLL TAXES AND WITHHOLDINGS; INDEMNIFICATION; INSURANCE; DISPUTE RESOLUTION; and CONFIDENTIALITY.
- 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. A photocopy or scanned version of the executed Agreement may be used as if it were the original Agreement.
- F. **Force Majeure.** Neither party shall be liable nor deemed to be in default for any delay or failure in performance under this Agreement or other interruption of service or employment deemed resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, failure of transportation, machinery or supplies, vandalism, strikes or other work interruptions beyond the reasonable control of either party.
- G. **Governing Law.** This Agreement, and all transactions contemplated by this Agreement, shall in all respects be governed by, and construed and interpreted in accordance with, the laws of the State of California without giving effect to any conflicts of law principles of such state that might refer the governance, construction or interpretation of this Agreement to the laws of another jurisdiction.
- H. **Notices.** All written notices to be given in connection with this Agreement shall be sufficient if sent by (a) certified or registered mail, postage prepaid, or (b) national overnight delivery service addressed to the party entitled to receive such notice at the address specified by such party below:

**HOSPITAL**

Anette Smith-Dohring  
Manager, Workforce Development  
2700 Gateway Oaks Drive, Suite 1100  
Sacramento, CA 95833  
Phone: 916.887.7644  
Email: [EducationContracts@sutterhealth.org](mailto:EducationContracts@sutterhealth.org)

**With a copy to:**

Sutter Health Office of the General Counsel  
2200 River Plaza Drive  
Sacramento, CA 95833

**SOLANO COMMUNITY COLLEGE**

Name: Robert Gabriel, Ph.D.

Title/Department: Dean, School of Health Sciences

Address: 4000 Suisun Valley Road

City, State, Zip: Fairfield, CA 94534

- I. **Severability**. In the event any portion of this Agreement is declared void, invalid or unenforceable by a court or arbitrator, such portion shall be severed from this Agreement, and the remaining provisions shall remain in effect, unless the effect of such severance would be to alter substantially this Agreement or the obligations of the parties, in which case this Agreement may be terminated by either party upon thirty (30) days prior written notice, or as otherwise allowed by the Term and Termination provisions of this Agreement.
- J. **No Waiver**. No waiver of a breach of any provision of this Agreement may be construed as a waiver of any breach of any other provision. To be effective, a waiver must be in writing. No single waiver may be treated as an ongoing waiver unless expressly agreed in writing.
- K. **No Referrals/Non-Exclusivity**. Nothing in this Agreement is intended to obligate, nor shall anything in this Agreement obligate any party to the Agreement to refer business to any other party. Further, this Agreement is not exclusive, and the parties may enter into similar agreements with other parties.
- L. **No Third Party Rights**. Unless otherwise expressly provided in this Agreement, nothing contained herein is intended nor shall be construed to create rights running to the benefit of any person or entity not a party to this Agreement.
- M. **Confidentiality**. The parties shall protect the confidentiality of each other's records and information, and shall not disclose confidential information without the prior written consent of the other party except as otherwise expressly provided herein. All patient records, reports and information obtained, generated or encountered relating to the Experience shall at all times be and remain the property of Hospital. Students and Instructors shall not remove original or copied patient or other confidential information or communicate such information to others, including, but not limited to, School, without the express prior written permission of Hospital. School shall warrant to Hospital that each Student and Instructor has received appropriate training in the Student's/Instructor's duty to maintain the confidentiality of patient and Hospital proprietary information at all times, and to comply with all federal and California laws relating to the privacy of individually identifiable health information. Such laws include, without limitation, HIPAA and the California Confidentiality of Medical Information Act. Hospital reserves the right to provide appropriate confidentiality training to the Students and Instructors, and to designate the Students and Instructors as members of Hospital's workforce, as defined by HIPAA. If permissible under federal and state laws and regulations, Students and Instructors shall only use de-identified information (as defined by HIPAA) in any discussion with School, its employees and agents not acting as on-site Instructors.

Neither party shall be obligated to hold the following information in confidence (and such information shall not be deemed to be confidential information); provided, however, nothing in this paragraph shall apply to any individually identifiable health information: information that is or becomes publicly available through no fault of the recipient, information developed by a party without using any confidential information, information lawfully possessed by a party before receipt from the disclosing party, and information lawfully disclosed to a party on a non-confidential basis from a person or entity that is not bound by a duty of confidentiality. A party may disclose confidential information as required by law, provided that such disclosing party provides reasonable prior notice to the other party to enable such other party to attempt to prevent or limit the disclosure and the disclosing party assists the other party upon request in seeking relief from or limiting the disclosure.

- N. **Entire Agreement.** This Agreement constitutes the entire understanding and agreement between the parties as to those matters contained in it, and supersedes any and all prior or contemporaneous agreements, representations and understandings of the parties. This Agreement may be amended or extended at any time by mutual agreement of the parties, but any such amendment or extension must be in writing, dated, and signed by the parties.

## 11. EXECUTION

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

***[Signatures follow]***

**SIGNATURES PAGE****SUTTER VALLEY HOSPITALS:****SOLANO COMMUNITY COLLEGE  
DISTRICT**

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

Name: Jeffrey Szczesny

Name: Celia Esposito-Noy, Ed.D.

Title: Vice President, Human Resources

Title: Superintendent-President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A**

The following Hospital Facilities are included in this Agreement:

<b>Hospitals</b>	<b>Address</b>	<b>City, State</b>	<b>Zip Code</b>
<b>Sutter Amador Hospital</b>	200 Mission Boulevard	Jackson, CA	95642
<b>Memorial Hospital Los Banos</b>	520 West I Street	Los Banos, CA	93635
<b>Memorial Medical Center</b>	1700 Coffee Rd	Modesto, CA	95355
<b>Sutter Auburn Faith Hospital</b>	11815 Education Street	Auburn, CA	95602
<b>Sutter Center for Psychiatry</b>	7700 Folsom Boulevard	Sacramento, CA	95826
<b>Sutter Davis Hospital</b>	2000 Sutter Place	Davis, CA	95617
<b>Sutter Medical Center, Sacramento</b>	2801 L Street	Sacramento, CA	95816
<b>Sutter Roseville Hospital</b>	One Medical Plaza	Roseville, CA	95661
<b>Sutter Solano Medical Center</b>	300 Hospital Drive	Vallejo, CA	94589
<b>Sutter Tracy Community Hospital</b>	1420 N Tracy Blvd.	Tracy, CA	95376

**EXHIBIT B**

**Sample Letter of Attestation**

VIA EMAIL TO: Hospital Designee and/or [EducationContracts@sutterhealth.org](mailto:EducationContracts@sutterhealth.org)

Date

Hospital Designee  
Sutter Valley Hospitals  
Sutter Health Facility Location  
City, CA Zip Code

Dear :

Please accept this letter as School's attestation that the Students scheduled to begin an Experience with \_\_\_\_\_ ("Hospital"), a California nonprofit public benefit corporation on DATE have successfully completed the background, drug and health screening requirements as outlined in the Student Experiences Agreement ("Agreement").

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

The planned Experiences are as set forth in Attachment 1 to this Attestation Letter.

Sincerely,

Program Director  
School



**ATTACHMENT 1  
INFORMATION SHEET**

Student (name, address, phone number)	Preceptor (if any) (name, address, phone number, and signature indicating willingness to act as Preceptor)	Instructor (if any) (name, address, phone number)	Facility(ies)	Planned Rotation Start and End Dates

## EXHIBIT C

### **Sutter Health WORKFORCE CONFIDENTIALITY ACKNOWLEDGMENT**

*I understand that, because of my work for or employment by Sutter Health or its affiliates (individually and collectively, "Sutter Health"), I may have access to Confidential Information. I understand that Confidential Information may not be disclosed except as permitted or required by Sutter Health policies and procedures or as required by law. I understand and acknowledge my obligation to comply with all Sutter Health Privacy and information security policies, the Standards of Business Conduct, and departmental procedures related to the security and confidentiality of Confidential Information to the extent they apply to me. I understand that these policies, standards, and procedures are available to me on the MySutter intranet site, or by contacting my department Supervisor/Manager, Privacy Officer, Information Security Officer, Compliance Officer or Human Resources.*

**CONFIDENTIAL INFORMATION.** As used in this Workforce Confidentiality Acknowledgment ("Acknowledgment"), "Confidential Information" includes:

1. All information, including but not limited to Sutter Health strategies, new products, business plans, and prices, contained in any document designated as "Confidential Information," "Proprietary Information," "Trade Secrets," or other similar marking.
2. Proprietary business information, including any information and trade secrets used in the operation of Sutter Health's business that is sufficiently valuable and secret to afford an actual or potential economic advantage over others and is not generally available to the public, including but not limited to provider contracts, pricing schedules, information system technical designs, marketing plans and strategies, business forecasts and strategies, formulas, processes, or designs.
3. "Protected Health Information" ("PHI"), which means individually identifiable health information, including demographic information collected from an individual, in any form, created or received by a health care provider, health plan, employer, or health care clearinghouse; and relates to the past, present, and future physical or mental health or condition of an individual in his or her status as a patient; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual; or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, with a few limited exceptions.
4. Private personnel information (such as health and disability, benefits, payroll, and other private information), but only if I acquired the information solely through access granted as part of my formal job duties.
5. Confidential Information includes information in any format and stored in any type of media, including but not limited to hard-copy, electronic, or information system records, files and data. Confidential Information also includes verbal and memorized information.
6. Confidential Information does not include information concerning the terms and conditions of employment, such as wages, hours, benefits, or labor disputes, as long as I did not acquire the information solely by virtue of access granted as part of my formal job duties.

I understand and acknowledge that:

- I have access to Protected Health Information and other Confidential Information directly or indirectly in my formal job duties.
- I have received, read, and understand the Sutter Health Privacy and Information Security policies, including (but not limited to) the Workforce Confidentiality and Privacy Policy.

- Workforce members are obligated to protect and safeguard Confidential Information, regardless of format (e.g., paper, voice, electronic), by following Sutter Health Privacy and Information Security policies and the requirements outlined in this Workforce Confidentiality Acknowledgment.
- I must make reasonable efforts to avoid being overheard in public places or private spaces and reasonably limit Confidential Information discussed or displayed near any individual who does not have the right or need to know. This includes taking precautions such as limiting computer screens from being inappropriately visible to others, securing paper documents so that unauthorized persons cannot view or take them, logging off before leaving my computer unattended, and shredding Confidential Information that is no longer needed.
- I am not allowed to access, use, or disclose Protected Health Information of any individual (including, for example, that of a friend, relative, celebrity, or staff member), unless I am required to do so as part of my official job duties.
- If I have access to the Sutter Health electronic health record as part of my professional role, I may access my own health information with a few exceptions. I may not print or alter any information in my medical record.
- My authentication codes (including, for example, user ID, security code, password, facility badge access device, and/or biometric ID) are for my use only and I am only permitted to use my authentication codes to access facilities, systems and information appropriate to my job duties. To use anyone else's authentication code in order to access any Sutter Health facility, system, or information is considered a violation of Sutter Health policies. This does not include limited circumstances where shared authentication codes are permitted for patient safety reasons. Shared authentication codes are never permitted for access to Epic. I will not share or allow anyone to use a unique authentication code that has been given only to me to access Sutter Health Information Systems.
- Confidential Information obtained from Sutter Health (including from other Workforce members, from paper records, or through information systems) remains the property of Sutter Health regardless of physical location or method of storage.
- All equipment issued to me by Sutter Health is the property of Sutter Health, and shall be returned to Sutter Health when no longer required for official job duties or at the time of termination of employment.
- Storage of Confidential Information on local hard drives and/or portable/removable devices (e.g., USB drive) is prohibited unless the drive/device is encrypted with Sutter Health Privacy and Information Security approved encryption software. Storing Confidential Information on encrypted local hard drives or portable/removable devices may be done only with VP or Director level approval when absolutely necessary to support business processes and for the minimum amount of time necessary.
- Where Sutter Health provides a guest internet wireless service ("guest internet"), that the guest internet is intended for the use of Sutter Health patients or guests only. When using a Sutter Health computer or other device, I agree that I shall only connect to the Sutter Health network and shall not connect to the guest internet.
- If I believe that the privacy or security of any information or system may be compromised in any way (for example, through the possible disclosure of sign-on information or potential unauthorized access, use or disclosure of Confidential Information, either intentional or accidental), I will contact my Supervisor/Manager/Director, Affiliate Privacy, Information Security or Compliance Officer or report through the Sutter Health Confidential Message Line (800-500-1950) as soon as possible. If at any time I feel that the confidentiality of my authentication codes (for example, password(s), sign-on(s) or identification device(s)) have been compromised, I will notify the Sutter Health Service Desk and the Affiliate Privacy or Information Security Officer immediately so that my code(s)/device(s) can be cancelled and new ones issued.
- My user accounts, access to electronic information, and/or physical access to areas with Confidential Information may be disabled without prior notice by the Sutter Health Chief Privacy and Information Security Officer, Chief Information Officer or their designee when they reasonably believe that my user account/access may be compromised or is being used for inappropriate access to Confidential Information.
- My access privileges are subject to periodic review, revision, and if appropriate, renewal. I understand that all access to, and use of, Sutter Health information systems is subject to monitoring and review as deemed

appropriate by Sutter Health. I understand that I have no right to privacy when using a Sutter Health information system or device and that any information I (actually or attempt to) view, share, print, download or otherwise access may be recorded and/or viewed by Sutter Health.

- I am required to protect and safeguard all Confidential Information including Protected Health Information. This obligation continues indefinitely, even after my employment with Sutter Health ends.
- This Acknowledgment does not supersede any other rules or expectations regarding the use or disclosure of Confidential Information that may be contained in other Sutter Health documents. Such documents include, but are not limited to, job descriptions, policies, employee handbooks and department procedures.
- This Acknowledgement does not limit my ability to file a charge or complaint with the Equal Employment Opportunity Commission, the National Labor Relations Board, the Occupational Safety and Health Administration, the Department of Fair Employment and Housing or any other federal, state or local governmental agency or commission (“Government Agencies”), provided that I do not unlawfully use or disclose PHI in filing such a charge or complaint. I further understand that this Acknowledgement does not limit my ability to communication with any Government Agencies or otherwise participate in any investigation or proceeding that may be conducted by any Government Agency, including providing documents or other information, without notice to Sutter Health, provided I do not unlawfully use or disclose PHI in any such communications or participation. This Acknowledgement does not limit my right to receive an award for information provided to any Government Agencies.
- This Acknowledgment is not intended to, and does not, interfere with any protected rights that I may have under applicable laws, including my right to engage in concerted activity or other rights protected by Section 7 of the National Labor Relations Act, provided that I do not unlawfully use or disclose PHI in the course of such activity.
- Any actual or attempted unlawful or unauthorized access, use or disclosure of Confidential Information may be reportable to government agencies, patients and/or health plan members, and in some cases the media. I understand that if I violate Sutter Health’s Privacy and Information Security policies, including the Workforce Confidentiality and Privacy policy, or this Acknowledgment, I may be subject to immediate disciplinary action, up to and including termination, and that I may be held personally liable by State and/or Federal regulatory agencies. I understand that I could be subject to criminal penalties of up to \$250,000 in fines, 10 years imprisonment or both for the unauthorized and unlawful access to, or disclosure of, Protected Health Information.

My electronic signature acknowledges that I understand my privacy, security and confidentiality obligations as described in this Workforce Confidentiality Acknowledgement and agree to all terms therein.

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_

## EXHIBIT D

### STUDENT'S DECLARATION OF RESPONSIBILITIES

I, \_\_\_\_\_, hereby state, represent and agree that:  
(Name of Student)

1. I am over eighteen (18) years of age.
2. I am a student enrolled in the School's \_\_\_\_\_ program (hereinafter referred to as "Program") and am participating in an educational experience at \_\_\_\_\_ ("Facility").
3. I understand that I will need to undergo a background check and provide proof of: (i) immunizations, (ii) annual TB testing and flu shot or declination, and (iii) absence of controlled substances prior to participating on-site at Facility. The specific requirements will be provided to me by my School, and documentation of such proof will be submitted to School and may be submitted to the Facility.
4. I agree to comply with all applicable Facility policies, procedures, and regulations, and such other requirements and restrictions as may be mutually specified and agreed upon by the designated representatives of the Facility and School. I agree to be responsible for my own support, maintenance and living quarters while participating in the educational experience and for any and all transportation to or from Facility.
5. I agree to be responsible for my own medical care needs. I understand that Facility will provide access to emergency medical services should I need such care while engaged in an educational experience at Facility. However, I agree that Facility shall assume no cost or liability for providing such care and that I shall be responsible for and bear any costs incurred for such emergency medical services.
6. I acknowledge that I have received training in blood and body fluid universal precautions consistent with the guidelines published by the U.S. Centers for Disease Control and Prevention and shall provide documentation of such training along with my application for participation in this educational experience.
7. I acknowledge that I am participating in an educational experience in order to obtain academic credit. I acknowledge that I will not be considered an employee of Facility or any of its affiliates, nor shall I receive compensation from Facility or any of its affiliates. I further acknowledge that I am neither eligible for nor entitled to workers compensation benefits under Facility's or any of its affiliates' coverage based upon my participation in this educational experience. I further acknowledge that I will not be provided any benefit plans, health insurance coverage, or medical care by Facility or any of its affiliates based upon my participation in this educational experience.
8. I understand that Facility may request School to withdraw me from the educational experience if Facility determines that I am not performing satisfactorily, or that I have violated Facility's or its medical staff's policies, procedures, rules and/or regulations, standards of accrediting bodies such as The Joint Commission, or federal or State laws. Facility may also deny my participation in the educational experience in accordance with the provisions of California Labor Code sections 432.7 and 432.8. I further understand and agree that Facility may suspend my participation in the

educational experience immediately if Facility determines that my participation poses an imminent danger of harm to patients, employees or others.

9. I agree to comply with non-discrimination regulations and shall not discriminate against any person because of race, color, religion, sex, sexual orientation, marital status, national origin, age, physical handicap, medical condition or any other legally protected status.
10. I further understand that Facility has the right to suspend or discontinue use of their facilities for educational experiences.
11. I recognize that medical records, patient care information, personnel information, reports to regulatory agencies, and conversations between or among healthcare professionals related thereto are considered confidential and protected and should be treated with utmost confidentiality. I further understand that if it is determined that a breach in confidentiality has occurred as a result of my actions, I can be held liable for damages that result from such a breach.
12. I understand that Hospital employees who are also Students are not considered employees of Hospital while acting in their roles as Students. The following requirements apply to such employees in their Student roles:
  - Student ID name badges must be worn in place of employee badges
  - The Workforce Confidentiality Agreement must be signed
  - The requirements for drug screens and background checks may be waived if the employee received drug screens and background checks upon employment.
  - If a background check is not on file, the regular background check requirements of this Agreement apply.
  - Workers compensation is not offered for employees functioning in a Student role.
  - Students will not perform employment duties while functioning as a Student; employees will not perform student duties while functioning as an employee.
13. In consideration of the educational opportunity afforded to me by Facility, I, with respect to my activities while a student at Facility, hereby waive any claim for damages against Facility, its affiliates, or its and their employees and/or agents alleged to have resulted from any acts or omissions of Facility, its affiliates, or its and their employees and/or agents.

I have read the foregoing and understand and agree to the terms, in consideration of Facility permitting me to participate in the educational experience at Facility.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature, Program Participant

Name: \_\_\_\_\_

\_\_\_\_\_  
Printed Name, Program Participant

## EXHIBIT E

### ON-SITE INSTRUCTOR'S DECLARATION OF RESPONSIBILITIES

I, \_\_\_\_\_, hereby state, represent and agree that:  
(Name of Instructor)

1. I am an on-site Instructor for the School's \_\_\_\_\_ program (hereinafter referred to as "Program") at \_\_\_\_\_ ("Facility").
2. I understand that I will need to undergo a background check and provide proof of: (i) immunizations, (ii) annual TB testing and flu shot or declination, and (iii) absence of controlled substances prior to participating on-site at Facility. The specific requirements will be provided to me by my School, and documentation of such proof will be submitted to School and may be submitted to the Facility.
3. I agree to comply with all applicable Facility policies, procedures, and regulations, and such other requirements and restrictions as may be mutually specified and agreed upon by the designated representatives of the Facility and School. I agree to be responsible for my own support, maintenance and living quarters while participating in the educational experience and for any and all transportation to or from Facility.
4. I agree that I am responsible for supervising the Students in my rotation; I will not delegate to any other person (e.g., a Hospital employee or a senior Student) my responsibility to precept or supervise the Students.
5. I acknowledge and agree that clinical rotation groups shall consist of up to a maximum of ten (10) Students per clinical Instructor, and that precepted Experiences shall consist of one (1) Student per one (1) clinical preceptor.
6. I agree to be responsible for my own medical care needs. I understand that Facility will provide access to emergency medical services should I need such care while engaged in an educational experience at Facility. However, I agree that Facility shall assume no cost or liability for providing such care and that I shall be responsible for and bear any costs incurred for such emergency medical services.
7. I acknowledge that I have received training in blood and body fluid universal precautions consistent with the guidelines published by the U.S. Centers for Disease Control and Prevention and shall provide documentation of such training along with my application for participation in this educational experience.
8. I acknowledge that I will not be considered an employee of Facility, nor shall I receive compensation from Facility. I further acknowledge that I am neither eligible for nor entitled to workers compensation benefits under Facility's coverage based upon my participation in this educational experience. I further acknowledge that I will not be provided any benefit plans, health insurance coverage, or medical care from Facility based upon my participation in this educational experience.
9. I understand that Facility may request School to withdraw me from the educational experience if Facility determines that I am not performing satisfactorily, or that I have violated Facility's or its medical staff's policies, procedures, rules and/or regulations, standards of accrediting bodies such as The Joint Commission, or federal or State laws. Facility may also deny my participation in the educational experience in accordance with the provisions of California Labor Code sections 432.7 and 432.8. I further understand and agree that Facility may suspend my participation in the educational experience immediately if Facility determines that my participation poses an imminent danger of harm to patients, employees or others.

10. I agree to comply with non-discrimination regulations and shall not discriminate against any person because of race, color, religion, sex, sexual orientation, marital status, national origin, age, physical handicap, medical condition or any other legally protected status.
11. I further understand that Facility has the right to suspend or discontinue use of their facilities for educational experiences.
12. I recognize that medical records, patient care information, personnel information, reports to regulatory agencies, and conversations between or among healthcare professionals related thereto are considered confidential and protected and should be treated with utmost confidentiality. I further understand that if it is determined that a breach in confidentiality has occurred as a result of my actions, I can be held liable for damages that result from such a breach.
13. I understand that Hospital employees who are also Instructors are not considered employees of Hospital while acting in their roles as Instructors. The following requirements apply to such employees in their Instructor roles:
  - Instructor ID name badges must be worn in place of employee badges
  - The Workforce Confidentiality Agreement must be signed
  - The requirements for drug screens and background checks may be waived if the employee received drug screens and background checks upon employment.
  - If a background check is not on file, the regular background check requirements of this Agreement apply.
  - Workers compensation is not offered for employees functioning in an Instructor role.
  - Instructors will not perform employment duties while functioning as an Instructor; employees will not perform instructor duties while functioning as an employee.
14. In consideration of the access to its facilities afforded to me by Facility, I, with respect to my activities while at Facility, hereby waive any claim for damages against Facility, its affiliates, or its and their employees and/or agents alleged to have resulted from any acts or omissions of Facility, its affiliates, or its and their employees and/or agents.

I have read the foregoing and understand and agree to the terms, in consideration of Facility permitting me to participate in the educational experience at Facility.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature, On-Site Instructor

Name: \_\_\_\_\_  
Printed Name, On-Site Instructor

## EXHIBIT F

### BACKGROUND CHECKS AND HEALTH SCREENING PROCESS

An attestation of the satisfactory completion of the health screens and background checks shall be provided to the Hospital Workforce Development Manager, electronically or via facsimile, no less than **thirty (30) days** prior to Student placement.

#### **A. Background Checks Requirements**

School shall provide proof of a lawful background check for each Student and Instructor by attestation as demonstrated in **Exhibit B**; School shall additionally and separately provide Hospital with a de-identified copy of any background check that contains derogatory information. The background check shall be conducted **no more than ninety (90) days** prior to the start of the Experience, and reported to Hospital **at least thirty (30) days** prior to the start of the Experience. If School has provided a background check for a Student, and the Student participates in an Experience at Hospital, a second background check will not be required prior to the Student participating in an additional Experience at Hospital so long as the Student has remained continuously enrolled in the Program. Hospital is not financially responsible for the background check. The background check shall include at a minimum: a controlled substance screen in accordance with Hospital policy; a county criminal background search in each county where the Student/Instructor has resided in the seven (7) years prior to the Experience; a national registry search of violent sexual offenders and predators; and a sanction search of the Department of Health and Human Services, Office of Inspector General and General Services Administration, and the California Department of Health Care Services, for listing as debarred, excluded or otherwise ineligible for federal or state program participation (<http://oig.hhs.gov/fraud/exclusions.html>; <https://www.epls.gov/>; <http://www.medi-cal.ca.gov/references.asp>). All searches and background checks described above shall include a search of any additional names utilized by the candidate (ex: other first or last names).

#### **B. Background Check Vendor**

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

**Corporate Screening:** [www.CorporateScreening.com](http://www.CorporateScreening.com) / [www.VerifyStudents.com](http://www.VerifyStudents.com)

#### **C. For Students or Instructors currently employed by Hospital**

Hospital employees who are also Students or Instructors are not considered employees of Hospital while acting in their roles as Students or Instructors, per Section 5 (Status of Students and Instructors) of the Agreement. The following requirements apply to such employees in their Student or Instructor roles:

- Student or Instructor ID name badges must be worn in place of employee badges
- The Workforce Confidentiality Agreement must be signed
- The requirements for drug screens and background checks may be waived if the employee received drug screens and background checks upon employment.
- If a background check is not on file, the regular background check requirements of this Agreement apply.
- Workers compensation is not offered for employees functioning in a Student or Instructor role.
- Students and Instructors will not perform employment duties while functioning as a Student or Instructor; employees will not perform student or instructor duties while functioning as an employee.

**D. Health Screening Process.** The following health screening requirements apply to both Students and Instructors of School:

#### **Demonstrate the absence of tuberculosis (Annually)**

- Initial two-step process; single thereafter. The second step/test should be no more than twenty-one (21) days after the first.

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

**Demonstrate immunity to measles, mumps, and rubella, via two-step process or proof of adequate vaccination.**

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

- Varicella zoster
- Diphtheria, Tetanus, and Pertussis (Tdap)
- Hepatitis B status screening
  - (can be declined)
- Annual influenza
  - (proof of shot or declination required between October and April; if declined, Student/Instructor must wear a mask in accord with Facility and County requirements)

**Demonstrate the absence of controlled substances:**

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

**E. Provision of Documentation.** Hospital reserves the right to request actual background check and health screen documents for each Student and Instructor. School must provide requested documentation within two (2) hours of the request for current Students or Instructors. For past Students or Instructors, the School must provide requested documentation within ten (10) business days. School shall retain the Student and Instructor records a minimum of five (5) years.

SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: STUDENT EXPERIENCES AGREEMENT BETWEEN SOLANO  
COMMUNITY COLLEGE AND SUTTER VALLEY MEDICAL  
FOUNDATION

**REQUESTED ACTION:**

- Information OR  Approval  
 Consent OR  Non-Consent

**SUMMARY:** A student experiences agreement between Solano Community College District and Sutter Valley Medical Foundation 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 general acute care health care facility in which to practice. The CCR for the Board of Registered Nursing, Section 1427 requires “A program that utilizes agencies and/or facilities for clinical experience shall maintain written agreements with such facilities.” These agreements must be current, reviewed periodically, and revised, as indicated. A copy of the Agreement will be available in the Office of the Superintendent-President, in the Office of the Dean of the School of Health Sciences, and in the offices Sutter Health, 2700 Gateway Oaks Drive, Suite 1141, Sacramento, CA 95833.

**STUDENT SUCCESS IMPACT:**

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

Ed. Code: CCR 1427 Board Policy: 3520 Estimated Fiscal Impact: NONE

SUPERINTENDENT’S RECOMMENDATION:  APPROVAL  DISAPPROVAL  
 NOT REQUIRED  TABLE

PRESENTER’S NAME  
Robert J. Gabriel, Ph.D., Dean, School of Health Sciences  
4000 Suisun Valley Road  
Fairfield, CA 94534  
ADDRESS  
707-864-7108  
TELEPHONE NUMBER

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

VICE PRESIDENT APPROVAL  
May 25, 2018

June 6, 2018  
DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT

DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT

**STUDENT EXPERIENCES AGREEMENT**  
**BETWEEN**  
**SUTTER VALLEY MEDICAL FOUNDATION**  
**AND**  
**SOLANO COMMUNITY COLLEGE DISTRICT**

This Student Experiences Agreement for Programs Not Requiring Physician Supervision (“Agreement”) is between **SUTTER VALLEY MEDICAL FOUNDATION**, a California nonprofit public benefit corporation (hereafter “Foundation”) and **SOLANO COMMUNITY COLLEGE** (hereafter “School”) and is effective as of **June 7, 2018** (the “Effective Date”).

**RECITALS**

- A. Foundation owns and operates a medical foundation exempt from licensure in accordance with California Health & Safety Code §1206(l), providing medical care and research in a variety of outpatient facilities (each may be referred to as an “Ambulatory Facility” and collectively as the “Ambulatory Facilities”).
- B. School provides certain undergraduate and graduate programs related to the field of healthcare that do not require physician supervision (each, a “Program”), and desires its students enrolled in such Programs (each, a “Student” and together, “Students”) to obtain practical experience at one or more of the Ambulatory Facilities.
- C. It is to the mutual benefit of the parties to this Agreement that the Students of School’s Program use such Facilities for their clinical or non-clinical experience (“Experience”).

**NOW, THEREFORE**, the parties agree as follows:

**1. GENERAL INFORMATION**

- A. **Coordination.** Program Coordinator and Foundation Designee (each as separately defined herein) shall communicate on an ongoing basis and periodically evaluate changes or issues involving staff, curriculum, policies and/or procedures. Direct Student contact to the Ambulatory Facility is prohibited.
- B. **Preliminary Information.** Both parties, before the beginning of the Experience, shall agree upon the Ambulatory Facility(ies), the number and identity of the Students participating under this Agreement, the identity of each Student’s proposed Instructor and/or Preceptor (defined in Section 1.D) if known, and the period of time for each Student’s Experience. Foundation reserves the right to accept as few (which may be zero) or as many Students, at any given Ambulatory Facility, at any given time, in its sole discretion.
- C. **Schedule of Assignments.** The maximum number of Students to receive an Experience at an Ambulatory Facility shall be mutually agreed upon by the parties at least thirty (30) days prior to beginning of the Experience based upon the availability of space and other considerations, in Foundation’s sole discretion as described above. Clinical rotation groups shall consist of up to a maximum of between eight (8) and ten (10) Students per clinical Instructor, with the actual

maximum number to be set by Foundation in its sole discretion. Precepted Experiences shall consist of one (1) Student per one (1) clinical Preceptor, subject to Instructor involvement as described below.

- D. **Faculty/Clinical Preceptors.** School shall provide instructor(s) to supervise all instruction and Student activities (“Instructors”) for the Program in Facilities, except as otherwise agreed by the parties. Foundation may agree to provide qualified staff to act as clinical preceptors for a particular Experience (“Preceptors”); provided, however, that School shall remain responsible to provide Instructor supervision even for precepted Experiences.

## 2. SCHOOL’S RESPONSIBILITIES

- A. **Pre-Experience Information.** After the parties have agreed upon the preliminary information described in Section 1.B above, School shall complete and send to Foundation, at least thirty (30) days prior to the beginning of the planned Experience, the following information as part of its attestation letter (see form attached hereto as **Exhibit B**): each Student’s name, address, and telephone number; each Student Preceptor’s (if any) name, address and telephone number and signature indicating his/her willingness to act as a Preceptor; each Instructor’s (if any) name, address, and telephone number; the applicable Ambulatory Facility(ies) for the Student’s Experience; and the duration of each planned Experience. Foundation shall regard this information as confidential. At Foundation’s request, this information may be submitted through a student management tool selected by Foundation.
- B. **Program Coordinator.** School shall designate a member of its staff (“Program Coordinator”) to coordinate with the Foundation Designee (as defined herein) in the planning of the Experience to be provided to Students. Requests for Student Experiences in any Ambulatory Facility shall come through the Program Coordinator, rather than Students directly contacting any Ambulatory Facility.
- C. **Records.** School shall maintain all personnel and academic records of the Students.
- D. **Accreditation; Licenses and Credentials.** School shall maintain appropriate accreditation by one of the six regional accrediting agencies recognized by the U.S Department of Education and its Office of Postsecondary Education and the applicable professional association for each Program as applicable; if there is no such applicable accrediting body for the Program, then School shall maintain approval to operate by the California Bureau for Private Postsecondary Education (“BPPE”). School shall also maintain appropriate licensing and credentials of its entities and employees.

School shall, upon Foundation’s request, furnish evidence of such approval, accreditation, licensing and credentials. If, during the term of this Agreement, School’s accreditation or approval status with any of the above-listed bodies changes, or if School no longer maintains the above-required licensing and credentials, School shall notify Foundation of such change in status and the reasons therefore, within five (5) days of School becoming aware of such change.

- E. **Compliance with Laws and Policies.** School shall comply, and shall ensure that Students and Instructors comply, with all applicable laws, rules, and regulations, standards of accrediting bodies, Foundation policies and procedures, and rules and regulations.
- F. **Supervision.** School shall maintain responsibility for the activities and conduct of Students and any Instructors while at Ambulatory Facility(ies), and shall maintain supervision over the Program(s) (including all grading). However, Foundation shall provide appropriate training as required by this Agreement, and shall retain all professional and administrative responsibility for the services rendered pursuant to this Agreement to the extent required to comply with Title 22 of the California Code of Regulations. Foundation is not a teaching institution, and makes no representations or warranties regarding the educational credit that the Students may earn from School through the Experience, or whether the Experience satisfies state or educational requirements for future licensure of the Students. Students and School shall be responsible for assessing whether the Experience satisfies educational requirements for credit at the School, and educational and state requirements for licensure.
- G. **Orientation.** School shall provide Students and Instructors with orientation to regulatory requirements, including the following: regulatory compliance, The Joint Commission requirements, and HIPAA (as defined in Section 2.H.5). School shall also ensure that Students and any on-site Instructors participate in any additional orientation required by Foundation, which may be in person, on-line, or another format deemed acceptable to Foundation.
- H. **Student and On-Site Instructor Responsibilities.** School shall require Students and any on-site Instructors to sign and return the Workforce Confidentiality Agreement, attached hereto as **Exhibit C**. School shall require Students to sign the Student's Declaration of Responsibilities attached hereto as **Exhibit C**. School shall require on-site Instructors to sign the Instructor's Declaration of Responsibilities attached hereto as **Exhibit E**. In addition, School shall notify Students and any on-site Instructors that they are responsible for the following:
- 1) Following the clinical and administrative policies, procedures, rules and regulations of Foundation.
  - 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, and assuming all costs of health care treatment and services received by the Student that are not covered by health insurance, other insurance, workers' compensation or other such coverage.
  - 5) Maintaining confidentiality of patient information. No Student shall have the right to access or receive any patient protected health information,

including any medical record. Foundation may, in its sole discretion, permit Student access to patient protected health information, including medical records, when necessary in the regular course of the Experience. The discussion, transmission or narration in any form by Students or Instructors of any patient information of a personal nature, medical or otherwise, obtained in the regular course of the Program(s) is forbidden except as a necessary part of the Experience and then, limited to only the minimum information necessary. If permissible under federal and state laws and regulations, Students and Instructors shall use “de-identified information,” (as defined by the Federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, Subtitle D of the Federal HITECH Act, 42 U.S.C. § 17921 et seq., and the regulations promulgated thereunder (collectively referred to herein as “HIPAA”)) only in any discussions with School, its employees, contractors, or agents not participating as on-site Instructors. To preserve patient confidentiality, Students and Instructors shall not be permitted to use any cameras or cell phones to take photographs in the Ambulatory Facility(ies).

- 6) Following dress code of Foundation and wearing ID badges identifying themselves as students.
- 7) Participating in orientation pursuant to Section 2.G (Orientation) of this Agreement.
- 8) With respect to Students only, interacting with Foundation’s patients under the direct supervision of a faculty member provided by School or Foundation -provided preceptors.
- 9) Notifying Foundation immediately of any perceived or suspected violation of federal or State laws or Foundation policies.

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 employees and agents of School, including, without limitation, Instructors, participating under this Agreement. School shall defend, indemnify, and hold Foundation harmless from all liability and responsibility therefore.

J. **Health Policy.** School shall provide Foundation, prior to a Student’s arrival at a Ambulatory Facility, with an attestation in the form provided at **Exhibit B** that Student has demonstrated proof of immunity consistent with Foundation employee health policy as detailed at Section C of **Exhibit F**. School shall notify Foundation prior to a Student’s arrival at the Ambulatory Facility if the Student is a known carrier of an infectious or communicable disease. If such information indicates that patients of Foundation would be placed at risk if treated by a particular Student, Foundation reserves the right to refuse to allow such Student to participate in the Experience at Foundation. Foundation is not financially responsible for providing these tests for Students. Foundation has the same

requirements for any School Instructors participating on-site under this Agreement.

- K. **Background Checks.** The School shall provide Foundation with an attestation in the form provided at **Exhibit B** that it has obtained of a lawful background check for each Student and Instructor before the planned Experience, in accordance with the provisions set forth in **Exhibit F**. Foundation shall not be financially responsible for the background check. If any information obtained through a background check indicates that patient(s) and/or employee(s) of Foundation would be placed at risk by the presence of a particular Student or Instructor, Foundation reserves the right to refuse to allow such Student or Instructor to participate in any Experience at an Ambulatory Facility.
- L. **American Heart Association Certification.** For clinical Students only, School shall provide proof of each Student's certification in basic life support (BLS) by the American Heart Association.

### 3. FOUNDATION'S RESPONSIBILITIES

- A. **Access to Facilities.** Foundation shall permit only the mutually agreed upon Instructor(s) and Student(s) access to the Ambulatory Facility(ies) as appropriate and necessary for the Experience(s), provided that the Instructor(s) and Student(s) shall not interfere with the activities of Foundation.
- B. **Accreditation.** Upon request, Foundation shall permit the appropriate accreditation agency to make site visits to the Ambulatory Facility(ies), at reasonable and mutually agreed upon times that do not interfere with the delivery of services to patients and the general operation of Foundation, to verify the current Experience(s) for the applicable Program(s).
- C. **Foundation Designee.** Foundation shall designate a member of Foundation's staff ("Foundation Designee") to participate with the Program Coordinator in planning, implementing and coordinating the Experience(s).
- D. **Training Capacity.** Student(s) shall perform in a training capacity only and shall not be utilized to treat patients in lieu of trained professionals employed by Foundation. School shall ensure that Students interact with patients only when under the supervision of a qualified professional.

### 4. WITHDRAWAL OF STUDENTS

Subject to Section 5 (Non-Discrimination), Foundation may request School to withdraw from the Experience any Student or on-site Instructor whom Foundation determines is not performing satisfactorily, or who violates Foundation's or its medical staff's or policies, procedures, rules and/or regulations, or standards of accrediting bodies or who violates federal or State laws. Foundation may also deny participation in the Experience to any Student or on-site Instructor in accordance with the provisions of California Labor Code sections 432.7 and 432.8. School shall comply with Foundation's request promptly, and in no event later than five (5) days from School's receipt of such request. Foundation reserves the right to suspend from participation immediately any Student or

on-site Instructor whose participation in the Experience poses an imminent danger of harm to patients, employees or others.

## **5. NON-DISCRIMINATION**

The parties agree that all Students participating in the Experience(s) pursuant to this Agreement shall be selected without discrimination on account of race, color, religion, national origin, ancestry, disability, marital status, gender, sexual orientation, age, veteran status, medical condition, citizenship, or any other legally protected status under applicable law or Foundation policy.

## **6. STATUS OF SCHOOL AND FOUNDATION**

It is expressly agreed and understood by the parties that Students and any on-site Instructors under this Agreement are in attendance at Ambulatory Facility(ies) for educational purposes, and such Students and Instructors are not considered employees of Foundation for any purpose, including, but not limited to, compensation for services, employee welfare and pension benefits, or workers' compensation insurance. In the performance of the work, duties and obligations under this Agreement, the parties shall at all times act and perform as independent contractors, and shall not be joint ventures or agents of the other. Neither Foundation nor School shall provide or receive compensation from the other for any work, duties or obligations under this Agreement.

## **7. INDEMNIFICATION**

- A. School agrees to indemnify, defend and hold harmless Foundation and its affiliates, parents and subsidiaries, and any of their respective directors, officers, agents, and employees from and against all claims, liability, loss, damages, costs, and expenses (including court costs and attorney fees), arising out of or resulting from the acts or omissions of the School, its officers, employees, Students, Instructors, or agents.
- B. Foundation agrees to indemnify, defend and hold harmless School, its officers, agents, and employees from and against any and all claims, liability, loss, damages, costs, and expenses (including court costs and attorney fees), arising out of or resulting from the acts or omissions of Foundation, its agents or its employees.

## **8. INSURANCE**

- A. School shall procure and maintain the following insurance during the term of this Agreement, at its sole cost and expense, from an insurance company acceptable to Foundation or a program of self-insurance, that protects it and the Foundation against liability arising from or incident to the performance of this Agreement, in proportion to and to the extent of the negligent acts or omissions of the School or the School's officers, employees, or agents:
  - a. Commercial General Liability insurance covering School's officers, employees, or agents (including Students and Instructors), in an amount not less than One Million Dollars (\$1,000,000.00) for each occurrence and Three

Million Dollars (\$3,000,000.00) aggregate, which shall include contractual liability, personal and advertising liability.

- b. Professional Liability insurance covering Students and Instructors, in an amount not less than Two Million Dollars (\$2,000,000.00) for each occurrence and Four Million Dollars (\$4,000,000.00) aggregate.
  - c. Privacy/Cyber Liability insurance covering liabilities resulting or arising from acts, errors, or omissions, in connection with the services provided by School's officers, employees, or agents (including Students and Instructors) or permitted under this Agreement which are associated with any unlawful or unauthorized access to, or acquisition, use or disclosure of Protected Health Information (PHI), including any use or disclosure not permitted by this Agreement, and any breach, loss, or compromise of any PHI. Such insurance shall provide coverage for up to Five Million Dollars (\$5,000,000.00) per claim.
  - d. Workers' Compensation insurance as required by the laws of the state in which the work is being performed, and Employers' Liability insurance with limits of One Million Dollars (\$1,000,000.00) per accident / per disease. In the event School does not carry Workers' Compensation insurance on the Students, School shall require each Student to maintain comprehensive health and accident insurance in a minimum amount of One Hundred Thousand Dollars (\$100,000.00) per Student per claim, and shall provide Foundation with evidence of such coverage for each Student at least thirty (30) days before the start of the planned Experience.
- B. If any such insurance is written on a claims-made policy form, the policy shall have a retroactive date prior to or coinciding with the effective date of this Agreement and shall continue for five (5) years following termination of this Agreement. In the event that a claims-made policy is canceled, terminated or non-renewed, School shall obtain an extended reporting period endorsement for the remainder of the five (5)-year period.
- C. School shall provide Foundation 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 Foundation of the cancellation of such insurance. School shall promptly notify Foundation of any cancellation, reduction, or other material change in the amount or scope of any coverage required hereunder.

## 9. TERM AND TERMINATION

- A. **Term.** This Agreement shall be effective as of the Effective Date, and shall remain in effect for three (3) years thereafter.
- B. **Renewal.** This Agreement may be renewed for subsequent three (3) year terms, by a party giving the other at least thirty (30) days prior written notice of their desire to renew, and the other parties' agreeing to such a renewal prior to the expiration of the then current term of the Agreement.

C. **Termination.**

- 1) **Mutual Agreement.** This Agreement may be terminated at any time upon the written concurrence of the parties.
- 2) **Without Cause.** This Agreement may be terminated without cause with thirty (30) days prior written notice by a 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, unless such completion would cause an undue financial hardship on Foundation or the unit in which Student is assigned ceases to operate.
- 3) **Change in Accreditation Status, License, or Credentials.** Foundation may terminate this Agreement immediately upon provision of written notice to School if School notifies Foundation of a change in School's accreditation status or licensure or credentials, pursuant to Section 2.D (Accreditation; Licenses and Credentials), or if Foundation otherwise learns of such change.

10. **GENERAL PROVISIONS**

- A. **Assignment.** Neither party may, directly or indirectly, in whole or in part, either by operation of law or otherwise, assign or transfer this Agreement or delegate any of its obligations under this Agreement without the other party's prior written consent. Any attempted assignment, transfer or delegation without such prior written consent will be void and unenforceable. Notwithstanding the foregoing, Foundation, or its permitted successive assignees or transferees, may assign or transfer this Agreement or delegate any rights or obligations hereunder without consent: (1) to any entity controlled by, or under common control with, Foundation, or its permitted successive assignees or transferees; or (2) in connection with a merger, reorganization, transfer, sale of assets or product lines, or change of control or ownership of Foundation, or its permitted successive assignees or transferees. This Agreement shall inure to the benefit of and shall be binding on the parties hereto, their successors and assigns, except as otherwise provided in this Agreement.
- B. **Dispute Resolution.** The parties agree to meet and confer to resolve any dispute arising out of or in connection with this Agreement, including any question regarding its existence, interpretation, validity or termination. If such dispute cannot be resolved informally through the meet and confer process, the parties shall submit the matter to binding arbitration pursuant to the California Code of Civil Procedure Section 1280, et seq., and the arbitration shall be administered in accordance with the Streamlined Rules of Judicial Arbitration and Mediation Service (JAMS) applicable to commercial arbitrations. The arbitration shall take place in **SACRAMENTO COUNTY**. The judgment of the arbitration tribunal will be accompanied by a written statement of the basis for such judgment and may be enforced by any court having proper jurisdiction.
- C. **Attorney's Fees.** If any legal action or other proceeding, including arbitration, is brought by either party to enforce or interpret any provision of, or otherwise

relating to, this Agreement, the prevailing party in such action shall be entitled to award of its costs and reasonable attorney's fees, in addition to such other relief as the court or arbitrator may deem appropriate.

- D. **Survival**. Termination or expiration of this Agreement for any reason shall not relieve either party of any obligation or liability incurred prior to the expiration or termination of this Agreement. The following provisions shall survive termination or expiration of this Agreement, in addition to those that by their nature are intended to survive termination: PAYROLL TAXES AND WITHHOLDINGS; INDEMNIFICATION; INSURANCE; DISPUTE RESOLUTION; and CONFIDENTIALITY.
- 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. A photocopy or scanned version of the executed Agreement may be used as if it were the original Agreement.
- F. **Force Majeure**. Neither party shall be liable nor deemed to be in default for any delay or failure in performance under this Agreement or other interruption of service or employment deemed resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, failure of transportation, machinery or supplies, vandalism, strikes or other work interruptions beyond the reasonable control of either party.
- G. **Governing Law**. This Agreement, and all transactions contemplated by this Agreement, shall in all respects be governed by, and construed and interpreted in accordance with, the laws of the State of California without giving effect to any conflicts of law principles of such state that might refer the governance, construction or interpretation of this Agreement to the laws of another jurisdiction.
- H. **Notices**. All written notices to be given in connection with this Agreement shall be sufficient if sent by (a) certified or registered mail, postage prepaid, or (b) national overnight delivery service addressed to the party entitled to receive such notice at the address specified by such party below:

**FOUNDATION**

Anette Smith-Dohring  
Manager, Workforce Development  
2700 Gateway Oaks Drive, Suite 1141  
Sacramento, CA 95833  
Phone: 916.887.7644  
Email: [EducationContracts@sutterhealth.org](mailto:EducationContracts@sutterhealth.org)

**With a copy to:**

Sutter Health Office of the General Counsel  
2000 Powell Street, Suite 1000  
Emeryville, CA 94608

**SOLANO COMMUNITY COLLEGE**

Name: Robert Gabriel, Ph.D.  
Title/Department: Dean, School of Health Sciences  
Address: 4000 Suisun Valley Road  
City, State, Zip: Fairfield, CA 94534

- I. **Severability**. In the event any portion of this Agreement is declared void, invalid or unenforceable by a court or arbitrator, such portion shall be severed from this Agreement, and the remaining provisions shall remain in effect, unless the effect of such severance would be to alter substantially this Agreement or the obligations of the parties, in which case this Agreement may be terminated by either party upon thirty (30) days prior written notice, or as otherwise allowed by the Term and Termination provisions of this Agreement.
- J. **No Waiver**. No waiver of a breach of any provision of this Agreement may be construed as a waiver of any breach of any other provision. To be effective, a waiver must be in writing. No single waiver may be treated as an ongoing waiver unless expressly agreed in writing.
- K. **No Referrals/Non-Exclusivity**. Nothing in this Agreement is intended to obligate, nor shall anything in this Agreement obligate any party to the Agreement to refer business to any other party. Further, this Agreement is not exclusive, and the parties may enter into similar agreements with other parties.
- L. **No Third Party Rights**. Unless otherwise expressly provided in this Agreement, nothing contained herein is intended nor shall be construed to create rights running to the benefit of any person or entity not a party to this Agreement.
- M. **Confidentiality**. The parties shall protect the confidentiality of each other's records and information, and shall not disclose confidential information without the prior written consent of the other party except as otherwise expressly provided herein. All patient records, reports and information obtained, generated or encountered relating to the Experience shall at all times be and remain the property of Foundation. Students and Instructors shall not remove original or copied patient or other confidential information or communicate such information to others, including, but not limited to, School, without the express prior written permission of Foundation. School shall warrant to Foundation that each Student and Instructor has received appropriate training in the Student's/Instructor's duty

to maintain the confidentiality of patient and Foundation proprietary information at all times, and to comply with all federal and California laws relating to the privacy of individually identifiable health information. Such laws include, without limitation, HIPAA and the California Confidentiality of Medical Information Act. Foundation reserves the right to provide appropriate confidentiality training to the Students and Instructors, and to designate the Students and Instructors as members of Foundation's workforce, as defined by HIPAA. If permissible under federal and state laws and regulations, Students and Instructors shall only use de-identified information (as defined by HIPAA) in any discussion with School, its employees and agents not acting as on-site Instructors.

Neither party shall be obligated to hold the following information in confidence (and such information shall not be deemed to be confidential information); provided, however, nothing in this paragraph shall apply to any individually identifiable health information: information that is or becomes publicly available through no fault of the recipient, information developed by a party without using any confidential information, information lawfully possessed by a party before receipt from the disclosing party, and information lawfully disclosed to a party on a non-confidential basis from a person or entity that is not bound by a duty of confidentiality. A party may disclose confidential information as required by law, provided that such disclosing party provides reasonable prior notice to the other party to enable such other party to attempt to prevent or limit the disclosure and the disclosing party assists the other party upon request in seeking relief from or limiting the disclosure.

- N. **Entire Agreement.** This Agreement constitutes the entire understanding and agreement between the parties as to those matters contained in it, and supersedes any and all prior or contemporaneous agreements, representations and understandings of the parties. This Agreement may be amended or extended at any time by mutual agreement of the parties, but any such amendment or extension must be in writing, dated, and signed by the parties.

## 11. EXECUTION

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

***[Signatures follow]***

**SIGNATURES PAGE****SUTTER VALLEY MEDICAL  
FOUNDATION:****SOLANO COMMUNITY COLLEGE  
DISTRICT**By: \_\_\_\_\_  
(Signature)By: \_\_\_\_\_  
(Signature)

Name: Jeffrey Szczesny

Name: Celia Esposito-Noy, Ed.D.

Title: Vice President, Human Resources

Title: Superintendent-President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## EXHIBIT A

The list of Foundation Facilities included in this Agreement may be found here:

**Sutter Medical Foundation**

<http://www.suttermedicalfoundation.org/locations/>

**Sutter Gould Medical Foundation**

<http://www.suttergould.org/locations/>

**Sutter Medical Foundation Urgent Care**

<http://www.suttermedicalfoundation.org/urgentcare/locations/>

**Sutter Health Walk-In Care**

Citrus Heights: <http://bit.ly/2BtWCE9>

El Dorado: <http://bit.ly/2Dz64rO>

Elk Grove: <http://bit.ly/2BtINH5>

Roseville: <http://bit.ly/2DHDCYj>

**EXHIBIT B**

**Sample Letter of Attestation**

VIA EMAIL TO: Foundation Designee and/or [EducationContracts@sutterhealth.org](mailto:EducationContracts@sutterhealth.org)

Date

Foundation Designee  
Sutter Valley Medical Foundation  
Sutter Health Facility Location  
City, CA Zip Code

Dear :

Please accept this letter as School's attestation that the Students scheduled to begin an Experience with \_\_\_\_\_ ("Foundation"), a California nonprofit public benefit corporation on **DATE** have successfully completed the background, drug and health screening requirements as outlined in the Student Experiences Agreement ("Agreement").

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

The planned Experiences are as set forth in Attachment 1 to this Attestation Letter.

Sincerely,

Program Director  
School



**ATTACHMENT 1  
INFORMATION SHEET**

Student (name, address, phone number)	Preceptor (if any) (name, address, phone number, and signature indicating willingness to act as Preceptor)	Instructor (if any) (name, address, phone number)	Facility(ies)	Planned Rotation Start and End Dates

## EXHIBIT C

### **Sutter Health WORKFORCE CONFIDENTIALITY ACKNOWLEDGMENT**

*I understand that, because of my work for or employment by Sutter Health or its affiliates (individually and collectively, "Sutter Health"), I may have access to Confidential Information. I understand that Confidential Information may not be disclosed except as permitted or required by Sutter Health policies and procedures or as required by law. I understand and acknowledge my obligation to comply with all Sutter Health Privacy and information security policies, the Standards of Business Conduct, and departmental procedures related to the security and confidentiality of Confidential Information to the extent they apply to me. I understand that these policies, standards, and procedures are available to me on the MySutter intranet site, or by contacting my department Supervisor/Manager, Privacy Officer, Information Security Officer, Compliance Officer or Human Resources.*

**CONFIDENTIAL INFORMATION.** As used in this Workforce Confidentiality Acknowledgment ("Acknowledgment"), "Confidential Information" includes:

1. All information, including but not limited to Sutter Health strategies, new products, business plans, and prices, contained in any document designated as "Confidential Information," "Proprietary Information," "Trade Secrets," or other similar marking.
2. Proprietary business information, including any information and trade secrets used in the operation of Sutter Health's business that is sufficiently valuable and secret to afford an actual or potential economic advantage over others and is not generally available to the public, including but not limited to provider contracts, pricing schedules, information system technical designs, marketing plans and strategies, business forecasts and strategies, formulas, processes, or designs.
3. "Protected Health Information" ("PHI"), which means individually identifiable health information, including demographic information collected from an individual, in any form, created or received by a health care provider, health plan, employer, or health care clearinghouse; and relates to the past, present, and future physical or mental health or condition of an individual in his or her status as a patient; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual; or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, with a few limited exceptions.
4. Private personnel information (such as health and disability, benefits, payroll, and other private information), but only if I acquired the information solely through access granted as part of my formal job duties.
5. Confidential Information includes information in any format and stored in any type of media, including but not limited to hard-copy, electronic, or information system records, files and data. Confidential Information also includes verbal and memorized information.
6. Confidential Information does not include information concerning the terms and conditions of employment, such as wages, hours, benefits, or labor disputes, as long as I did not acquire the information solely by virtue of access granted as part of my formal job duties.

I understand and acknowledge that:

- I have access to Protected Health Information and other Confidential Information directly or indirectly in my formal job duties.
- I have received, read, and understand the Sutter Health Privacy and Information Security policies, including (but not limited to) the Workforce Confidentiality and Privacy Policy.

- Workforce members are obligated to protect and safeguard Confidential Information, regardless of format (e.g., paper, voice, electronic), by following Sutter Health Privacy and Information Security policies and the requirements outlined in this Workforce Confidentiality Acknowledgment.
- I must make reasonable efforts to avoid being overheard in public places or private spaces and reasonably limit Confidential Information discussed or displayed near any individual who does not have the right or need to know. This includes taking precautions such as limiting computer screens from being inappropriately visible to others, securing paper documents so that unauthorized persons cannot view or take them, logging off before leaving my computer unattended, and shredding Confidential Information that is no longer needed.
- I am not allowed to access, use, or disclose Protected Health Information of any individual (including, for example, that of a friend, relative, celebrity, or staff member), unless I am required to do so as part of my official job duties.
- If I have access to the Sutter Health electronic health record as part of my professional role, I may access my own health information with a few exceptions. I may not print or alter any information in my medical record.
- My authentication codes (including, for example, user ID, security code, password, facility badge access device, and/or biometric ID) are for my use only and I am only permitted to use my authentication codes to access facilities, systems and information appropriate to my job duties. To use anyone else's authentication code in order to access any Sutter Health facility, system, or information is considered a violation of Sutter Health policies. This does not include limited circumstances where shared authentication codes are permitted for patient safety reasons. Shared authentication codes are never permitted for access to Epic. I will not share or allow anyone to use a unique authentication code that has been given only to me to access Sutter Health Information Systems.
- Confidential Information obtained from Sutter Health (including from other Workforce members, from paper records, or through information systems) remains the property of Sutter Health regardless of physical location or method of storage.
- All equipment issued to me by Sutter Health is the property of Sutter Health, and shall be returned to Sutter Health when no longer required for official job duties or at the time of termination of employment.
- Storage of Confidential Information on local hard drives and/or portable/removable devices (e.g., USB drive) is prohibited unless the drive/device is encrypted with Sutter Health Privacy and Information Security approved encryption software. Storing Confidential Information on encrypted local hard drives or portable/removable devices may be done only with VP or Director level approval when absolutely necessary to support business processes and for the minimum amount of time necessary.
- Where Sutter Health provides a guest internet wireless service ("guest internet"), that the guest internet is intended for the use of Sutter Health patients or guests only. When using a Sutter Health computer or other device, I agree that I shall only connect to the Sutter Health network and shall not connect to the guest internet.
- If I believe that the privacy or security of any information or system may be compromised in any way (for example, through the possible disclosure of sign-on information or potential unauthorized access, use or disclosure of Confidential Information, either intentional or accidental), I will contact my Supervisor/Manager/Director, Affiliate Privacy, Information Security or Compliance Officer or report through the Sutter Health Confidential Message Line (800-500-1950) as soon as possible. If at any time I feel that the confidentiality of my authentication codes (for example, password(s), sign-on(s) or identification device(s)) have been compromised, I will notify the Sutter Health Service Desk and the Affiliate Privacy or Information Security Officer immediately so that my code(s)/device(s) can be cancelled and new ones issued.
- My user accounts, access to electronic information, and/or physical access to areas with Confidential Information may be disabled without prior notice by the Sutter Health Chief Privacy and Information Security Officer, Chief Information Officer or their designee when they reasonably believe that my user account/access may be compromised or is being used for inappropriate access to Confidential Information.
- My access privileges are subject to periodic review, revision, and if appropriate, renewal. I understand that all access to, and use of, Sutter Health information systems is subject to monitoring and review as deemed

appropriate by Sutter Health. I understand that I have no right to privacy when using a Sutter Health information system or device and that any information I (actually or attempt to) view, share, print, download or otherwise access may be recorded and/or viewed by Sutter Health.

- I am required to protect and safeguard all Confidential Information including Protected Health Information. This obligation continues indefinitely, even after my employment with Sutter Health ends.
- This Acknowledgment does not supersede any other rules or expectations regarding the use or disclosure of Confidential Information that may be contained in other Sutter Health documents. Such documents include, but are not limited to, job descriptions, policies, employee handbooks and department procedures.
- This Acknowledgement does not limit my ability to file a charge or complaint with the Equal Employment Opportunity Commission, the National Labor Relations Board, the Occupational Safety and Health Administration, the Department of Fair Employment and Housing or any other federal, state or local governmental agency or commission (“Government Agencies”), provided that I do not unlawfully use or disclose PHI in filing such a charge or complaint. I further understand that this Acknowledgement does not limit my ability to communication with any Government Agencies or otherwise participate in any investigation or proceeding that may be conducted by any Government Agency, including providing documents or other information, without notice to Sutter Health, provided I do not unlawfully use or disclose PHI in any such communications or participation. This Acknowledgement does not limit my right to receive an award for information provided to any Government Agencies.
- This Acknowledgment is not intended to, and does not, interfere with any protected rights that I may have under applicable laws, including my right to engage in concerted activity or other rights protected by Section 7 of the National Labor Relations Act, provided that I do not unlawfully use or disclose PHI in the course of such activity.
- Any actual or attempted unlawful or unauthorized access, use or disclosure of Confidential Information may be reportable to government agencies, patients and/or health plan members, and in some cases the media. I understand that if I violate Sutter Health’s Privacy and Information Security policies, including the Workforce Confidentiality and Privacy policy, or this Acknowledgment, I may be subject to immediate disciplinary action, up to and including termination, and that I may be held personally liable by State and/or Federal regulatory agencies. I understand that I could be subject to criminal penalties of up to \$250,000 in fines, 10 years imprisonment or both for the unauthorized and unlawful access to, or disclosure of, Protected Health Information.

My electronic signature acknowledges that I understand my privacy, security and confidentiality obligations as described in this Workforce Confidentiality Acknowledgement and agree to all terms therein.

Printed  
Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_

**EXHIBIT D**

**STUDENT'S DECLARATION OF RESPONSIBILITIES**

I, \_\_\_\_\_, hereby state, represent and agree that:  
(Name of Student)

1. I am over eighteen (18) years of age.
2. I am a student enrolled in the School's \_\_\_\_\_ program (hereinafter referred to as "Program") and am participating in an educational experience at \_\_\_\_\_ ("Facility").
3. I understand that I will need to undergo a background check and provide proof of: (i) immunizations, (ii) annual TB testing and flu shot or declination, and (iii) absence of controlled substances prior to participating on-site at Facility. The specific requirements will be provided to me by my School, and documentation of such proof will be submitted to School and may be submitted to the Facility.
4. I agree to comply with all applicable Facility policies, procedures, and regulations, and such other requirements and restrictions as may be mutually specified and agreed upon by the designated representatives of the Facility and School. I agree to be responsible for my own support, maintenance and living quarters while participating in the educational experience and for any and all transportation to or from Facility.
5. I agree to be responsible for my own medical care needs. I understand that Facility will provide access to emergency medical services should I need such care while engaged in an educational experience at Facility. However, I agree that Facility shall assume no cost or liability for providing such care and that I shall be responsible for and bear any costs incurred for such emergency medical services.
6. I acknowledge that I have received training in blood and body fluid universal precautions consistent with the guidelines published by the U.S. Centers for Disease Control and Prevention and shall provide documentation of such training along with my application for participation in this educational experience.
7. I acknowledge that I am participating in an educational experience in order to obtain academic credit. I acknowledge that I will not be considered an employee of Facility or any of its affiliates, nor shall I receive compensation from Facility or any of its affiliates. I further acknowledge that I am neither eligible for nor entitled to workers compensation benefits under Facility's or any of its affiliates' coverage based upon my participation in this educational experience. I further acknowledge that I will not be provided any benefit plans, health insurance coverage, or medical care by Facility or any of its affiliates based upon my participation in this educational experience.
8. I understand that Facility may request School to withdraw me from the educational experience if Facility determines that I am not performing satisfactorily, or that I have violated Facility's or its medical staff's policies, procedures, rules and/or regulations, standards of accrediting bodies such as The Joint Commission, or federal or State laws. Facility may also deny my participation in the educational experience in accordance with the provisions of California Labor Code sections 432.7 and 432.8. I further understand and agree that Facility may suspend my participation in the

educational experience immediately if Facility determines that my participation poses an imminent danger of harm to patients, employees or others.

9. I agree to comply with non-discrimination regulations and shall not discriminate against any person because of race, color, religion, sex, sexual orientation, marital status, national origin, age, physical handicap, medical condition or any other legally protected status.
10. I further understand that Facility has the right to suspend or discontinue use of their facilities for educational experiences.
11. I recognize that medical records, patient care information, personnel information, reports to regulatory agencies, and conversations between or among healthcare professionals related thereto are considered confidential and protected and should be treated with utmost confidentiality. I further understand that if it is determined that a breach in confidentiality has occurred as a result of my actions, I can be held liable for damages that result from such a breach.
12. I understand that Foundation employees who are also Students are not considered employees of Foundation while acting in their roles as Students. The following requirements apply to such employees in their Student roles:
  - Student ID name badges must be worn in place of employee badges
  - The Workforce Confidentiality Agreement must be signed
  - The requirements for drug screens and background checks may be waived if the employee received drug screens and background checks upon employment.
  - If a background check is not on file, the regular background check requirements of this Agreement apply.
  - Workers compensation is not offered for employees functioning in a Student role.
  - Students will not perform employment duties while functioning as a Student; employees will not perform student duties while functioning as an employee.
13. In consideration of the educational opportunity afforded to me by Facility, I, with respect to my activities while a student at Facility, hereby waive any claim for damages against Facility, its affiliates, or its and their employees and/or agents alleged to have resulted from any acts or omissions of Facility, its affiliates, or its and their employees and/or agents.

I have read the foregoing and understand and agree to the terms, in consideration of Facility permitting me to participate in the educational experience at Facility.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature, Program Participant

Name: \_\_\_\_\_  
Printed Name, Program Participant

## EXHIBIT E

### ON-SITE INSTRUCTOR'S DECLARATION OF RESPONSIBILITIES

I, \_\_\_\_\_, hereby state, represent and agree that:  
(Name of Instructor)

1. I am an on-site Instructor for the School's \_\_\_\_\_ program (hereinafter referred to as "Program") at \_\_\_\_\_ ("Facility").
2. I understand that I will need to undergo a background check and provide proof of: (i) immunizations, (ii) annual TB testing and flu shot or declination, and (iii) absence of controlled substances prior to participating on-site at Facility. The specific requirements will be provided to me by my School, and documentation of such proof will be submitted to School and may be submitted to the Facility.
3. I agree to comply with all applicable Facility policies, procedures, and regulations, and such other requirements and restrictions as may be mutually specified and agreed upon by the designated representatives of the Facility and School. I agree to be responsible for my own support, maintenance and living quarters while participating in the educational experience and for any and all transportation to or from Facility.
4. I agree that I am responsible for supervising the Students in my rotation; I will not delegate to any other person (e.g., a Foundation employee or a senior Student) my responsibility to precept or supervise the Students.
5. I acknowledge and agree that clinical rotation groups shall consist of up to a maximum of ten (10) Students per clinical Instructor, and that precepted Experiences shall consist of one (1) Student per one (1) clinical preceptor.
6. I agree to be responsible for my own medical care needs. I understand that Facility will provide access to emergency medical services should I need such care while engaged in an educational experience at Facility. However, I agree that Facility shall assume no cost or liability for providing such care and that I shall be responsible for and bear any costs incurred for such emergency medical services.
7. I acknowledge that I have received training in blood and body fluid universal precautions consistent with the guidelines published by the U.S. Centers for Disease Control and Prevention and shall provide documentation of such training along with my application for participation in this educational experience.
8. I acknowledge that I will not be considered an employee of Facility, nor shall I receive compensation from Facility. I further acknowledge that I am neither eligible for nor entitled to workers compensation benefits under Facility's coverage based upon my participation in this educational experience. I further acknowledge that I will not be provided any benefit plans, health insurance coverage, or medical care from Facility based upon my participation in this educational experience.
9. I understand that Facility may request School to withdraw me from the educational experience if Facility determines that I am not performing satisfactorily, or that I have violated Facility's or its

medical staff's policies, procedures, rules and/or regulations, standards of accrediting bodies such as The Joint Commission, or federal or State laws. Facility may also deny my participation in the educational experience in accordance with the provisions of California Labor Code sections 432.7 and 432.8. I further understand and agree that Facility may suspend my participation in the educational experience immediately if Facility determines that my participation poses an imminent danger of harm to patients, employees or others.

10. I agree to comply with non-discrimination regulations and shall not discriminate against any person because of race, color, religion, sex, sexual orientation, marital status, national origin, age, physical handicap, medical condition or any other legally protected status.
11. I further understand that Facility has the right to suspend or discontinue use of their facilities for educational experiences.
12. I recognize that medical records, patient care information, personnel information, reports to regulatory agencies, and conversations between or among healthcare professionals related thereto are considered confidential and protected and should be treated with utmost confidentiality. I further understand that if it is determined that a breach in confidentiality has occurred as a result of my actions, I can be held liable for damages that result from such a breach.
13. I understand that Foundation employees who are also Instructors are not considered employees of Foundation while acting in their roles as Instructors. The following requirements apply to such employees in their Instructor roles:
  - Instructor ID name badges must be worn in place of employee badges
  - The Workforce Confidentiality Agreement must be signed
  - The requirements for drug screens and background checks may be waived if the employee received drug screens and background checks upon employment.
  - If a background check is not on file, the regular background check requirements of this Agreement apply.
  - Workers compensation is not offered for employees functioning in an Instructor role.
  - Instructors will not perform employment duties while functioning as an Instructor; employees will not perform instructor duties while functioning as an employee.
14. In consideration of the access to its facilities afforded to me by Facility, I, with respect to my activities while at Facility, hereby waive any claim for damages against Facility, its affiliates, or its and their employees and/or agents alleged to have resulted from any acts or omissions of Facility, its affiliates, or its and their employees and/or agents.

I have read the foregoing and understand and agree to the terms, in consideration of Facility permitting me to participate in the educational experience at Facility.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature, On-Site Instructor

Name: \_\_\_\_\_  
Printed Name, On-Site Instructor

## EXHIBIT F

### **BACKGROUND CHECKS AND HEALTH SCREENING PROCESS**

An attestation of the satisfactory completion of the health screens and background checks shall be provided to the Foundation Workforce Development Manager, electronically or via facsimile, no less than **thirty (30) days** prior to Student placement.

#### **A. Background Checks Requirements**

School shall provide proof of a lawful background check for each Student and Instructor by attestation as demonstrated in **Exhibit B**; School shall additionally and separately provide Foundation with a de-identified copy of any background check that contains derogatory information. The background check shall be conducted **no more than ninety (90) days** prior to the start of the Experience, and reported to Foundation **at least thirty (30) days** prior to the start of the Experience. If School has provided a background check for a Student, and the Student participates in an Experience at Foundation, a second background check will not be required prior to the Student participating in an additional Experience at Foundation so long as the Student has remained continuously enrolled in the Program. Foundation is not financially responsible for the background check. The background check shall include at a minimum: a controlled substance screen in accordance with Foundation policy; a county criminal background search in each county where the Student/Instructor has resided in the seven (7) years prior to the Experience; a national registry search of violent sexual offenders and predators; and a sanction search of the Department of Health and Human Services, Office of Inspector General and General Services Administration, and the California Department of Health Care Services, for listing as debarred, excluded or otherwise ineligible for federal or state program participation (<http://oig.hhs.gov/fraud/exclusions.html>; <https://www.epls.gov/>; <http://www.medi-cal.ca.gov/references.asp>). All searches and background checks described above shall include a search of any additional names utilized by the candidate (ex: other first or last names).

#### **B. Background Check Vendor**

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

**Corporate Screening: [www.CorporateScreening.com](http://www.CorporateScreening.com) / [www.VerifyStudents.com](http://www.VerifyStudents.com)**

#### **C. For Students or Instructors currently employed by Foundation**

Foundation employees who are also Students or Instructors are not considered employees of Foundation while acting in their roles as Students or Instructors, per Section 5 (Status of Students and Instructors) of the Agreement. The following requirements apply to such employees in their Student or Instructor roles:

- Student or Instructor ID name badges must be worn in place of employee badges
- The Workforce Confidentiality Agreement must be signed
- The requirements for drug screens and background checks may be waived if the employee received drug screens and background checks upon employment.
- If a background check is not on file, the regular background check requirements of this Agreement apply.
- Workers compensation is not offered for employees functioning in a Student or Instructor role.
- Students and Instructors will not perform employment duties while functioning as a Student or Instructor; employees will not perform student or instructor duties while functioning as an employee.

**D. Health Screening Process.** The following health screening requirements apply to both Students and Instructors of School:

**Demonstrate the absence of tuberculosis (Annually)**

- Initial two-step process; single thereafter. The second step/test should be no more than twenty-one (21) days after the first.
- Individual with a documented PPD response must undergo a chest x-ray
- The local medical examiner may accept a documented negative chest x-ray received within the past 12 months with a current negative symptomatology survey or as required by the authorized Public Health Agency

**Demonstrate immunity to measles, mumps, and rubella, via two-step process or proof of adequate vaccination.**

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

- Varicella zoster
- Diphtheria, Tetanus, and Pertussis (Tdap)
- Hepatitis B status screening (can be declined)
- Annual influenza (proof of shot or declination required between October and April; if declined, Student/Instructor must wear a mask in accord with Ambulatory Facility and County requirements)

**Demonstrate the absence of controlled substances:**

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

**E. Provision of Documentation.** Foundation reserves the right to request actual background check and health screen documents for each Student and Instructor. School must provide requested documentation within two (2) hours of the request for current Students or Instructors. For past Students or Instructors, the School must provide requested documentation within ten (10) business days. School shall retain the Student and Instructor records a minimum of five (5) years.

SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: STUDENT EXPERIENCES AGREEMENT BETWEEN SOLANO  
COMMUNITY COLLEGE AND SUTTER BAY HOSPITALS

**REQUESTED ACTION:**

- Information OR  Approval  
 Consent OR  Non-Consent

**SUMMARY:**

A student experiences agreement between Solano Community College District and Sutter Bay Hospitals 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 general acute care health care facility in which to practice. The CCR for the Board of Registered Nursing, Section 1427 requires "A program that utilizes agencies and/or facilities for clinical experience shall maintain written agreements with such facilities." These agreements must be current, reviewed periodically, and revised, as indicated. A copy of the Agreement will be available in the Office of the Superintendent-President, in the Office of the Dean of the School of Health Sciences, and in the offices Sutter Health, 2700 Gateway Oaks Drive, Suite 1141, Sacramento, CA 95833.

**STUDENT SUCCESS IMPACT:**

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

Ed. Code: CCR 1427 Board Policy: 3520 Estimated Fiscal Impact: NONE

SUPERINTENDENT'S RECOMMENDATION:  APPROVAL  DISAPPROVAL  
 NOT REQUIRED  TABLE

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

ADDRESS  
707-864-7108

TELEPHONE NUMBER

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

VICE PRESIDENT APPROVAL

May 25, 2018

DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT

May 25, 2018

DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT

## STUDENT EXPERIENCES AGREEMENT

### BETWEEN SUTTER BAY HOSPITALS AND SOLANO COMMUNITY COLLEGE DISTRICT

This Student Experiences Agreement (“Agreement”) is between **SUTTER BAY HOSPITALS**, a California nonprofit public benefit corporation (hereafter “Hospital”) and **SOLANO COMMUNITY COLLEGE** (hereafter “School”) and is effective as of **June 7, 2018** (the “Effective Date”).

#### RECITALS

- A. Hospital owns and operates several acute care hospitals; those hospitals that are participating in this Agreement (each, a “Facility” and together, “Facilities”) are listed in **Exhibit A**.
- B. School provides certain undergraduate and graduate programs related to the field of healthcare that do not require physician supervision (each, a “Program”), and desires its students enrolled in such Programs (each, a “Student” and together, “Students”) to obtain practical experience at one or more of the Facilities.
- C. It is to the mutual benefit of the parties to this Agreement that the Students of School’s Program use such Facilities for their clinical or non-clinical experience (“Experience”).

**NOW, THEREFORE**, the parties agree as follows:

#### 1. GENERAL INFORMATION

- A. **Coordination.** Program Coordinator and Hospital Designee (each as separately defined herein) shall communicate on an ongoing basis and periodically evaluate changes or issues involving staff, curriculum, policies and/or procedures. Direct Student contact to the Facility is prohibited.
- B. **Preliminary Information.** Both parties, before the beginning of the Experience, shall agree upon the Facility(ies), the number and identity of the Students participating under this Agreement, the identity of each Student’s proposed Instructor and/or Preceptor (defined in Section 1.D) if known, and the period of time for each Student’s Experience. Hospital reserves the right to accept as few (which may be zero) or as many Students, at any given Facility, at any given time, in its sole discretion.
- C. **Schedule of Assignments.** The maximum number of Students to receive an Experience at a Facility shall be mutually agreed upon by the parties at least thirty (30) days prior to beginning of the Experience based upon the availability of space and other considerations, in Hospital’s sole discretion as described above. Clinical rotation groups shall consist of up to a maximum of between eight (8) and ten (10) Students per clinical Instructor, with the actual maximum number to be set by Hospital in its sole discretion. Precepted Experiences shall consist of

one (1) Student per one (1) clinical Preceptor, subject to Instructor involvement as described below.

- D. **Faculty/Clinical Preceptors.** School shall provide instructor(s) to supervise all instruction and Student activities (“Instructors”) for the Program in Facilities, except as otherwise agreed by the parties. Hospital may agree to provide qualified staff to act as clinical preceptors for a particular Experience (“Preceptors”); provided, however, that School shall remain responsible to provide Instructor supervision even for precepted Experiences.

## 2. SCHOOL’S RESPONSIBILITIES

- A. **Pre-Experience Information.** After the parties have agreed upon the preliminary information described in Section 1.B above, School shall complete and send to Hospital, at least thirty (30) days prior to the beginning of the planned Experience, the following information as part of its attestation letter (see form attached hereto as **Exhibit B**): each Student’s name, address, and telephone number; each Student Preceptor’s (if any) name, address and telephone number and signature indicating his/her willingness to act as a Preceptor; each Instructor’s (if any) name, address, and telephone number; the applicable Facility(ies) for the Student’s Experience; and the duration of each planned Experience. Hospital shall regard this information as confidential. At Hospital’s request, this information may be submitted through a student management tool selected by Hospital.
- B. **Program Coordinator.** School shall designate a member of its staff (“Program Coordinator”) to coordinate with the Hospital Designee (as defined herein) in the planning of the Experience to be provided to Students. Requests for Student Experiences in any Facility shall come through the Program Coordinator, rather than Students directly contacting any Facility.
- C. **Records.** School shall maintain all personnel and academic records of the Students.
- D. **Accreditation; Licenses and Credentials.** School shall maintain appropriate accreditation by one of the six regional accrediting agencies recognized by the U.S Department of Education and its Office of Postsecondary Education and the applicable professional association for each Program as applicable; if there is no such applicable accrediting body for the Program, then School shall maintain approval to operate by the California Bureau for Private Postsecondary Education (“BPPE”). School shall also maintain appropriate licensing and credentials of its entities and employees.

School shall, upon Hospital’s request, furnish evidence of such approval, accreditation, licensing and credentials. If, during the term of this Agreement, School’s accreditation or approval status with any of the above-listed bodies changes, or if School no longer maintains the above-required licensing and credentials, School shall notify Hospital of such change in status and the reasons therefore, within five (5) days of School becoming aware of such change.

- E. **Compliance with Laws and Policies.** School shall comply, and shall ensure that Students and Instructors comply, with all applicable laws, rules, and regulations, standards of accrediting bodies such as The Joint Commission, Hospital policies and procedures, and Facility medical staff bylaws, rules and regulations, and policies and procedures.
- F. **Supervision.** School shall maintain responsibility for the activities and conduct of Students and any Instructors while at Facility(ies), and shall maintain supervision over the Program(s) (including all grading). However, Hospital shall provide appropriate training as required by this Agreement, and shall retain all professional and administrative responsibility for the services rendered pursuant to this Agreement to the extent required to comply with Title 22 of the California Code of Regulations. Hospital is not a teaching institution, and makes no representations or warranties regarding the educational credit that the Students may earn from School through the Experience, or whether the Experience satisfies state or educational requirements for future licensure of the Students. Students and School shall be responsible for assessing whether the Experience satisfies educational requirements for credit at the School, and educational and state requirements for licensure.
- G. **Orientation.** School shall provide Students and Instructors with orientation to regulatory requirements, including the following: regulatory compliance, The Joint Commission requirements, and HIPAA (as defined in Section 2.H.5). School shall also ensure that Students and any on-site Instructors participate in any additional orientation required by Hospital, which may be in person, on-line, or another format deemed acceptable to Hospital.
- H. **Student and On-Site Instructor Responsibilities.** School shall require Students and any on-site Instructors to sign and return the Workforce Confidentiality Agreement, attached hereto as **Exhibit C**. School shall require Students to sign the Student's Declaration of Responsibilities attached hereto as **Exhibit D**. School shall require on-site Instructors to sign the Instructor's Declaration of Responsibilities attached hereto as **Exhibit E**. In addition, School shall notify Students and any on-site Instructors that they are responsible for the following:
- 1) Following the clinical and administrative policies, procedures, rules and regulations of Hospital.
  - 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, and assuming all costs of health care treatment and services received by the Student that are not covered by health insurance, other insurance, workers' compensation or other such coverage.

- 5) Maintaining confidentiality of patient information. No Student shall have the right to access or receive any patient protected health information, including any medical record. Hospital may, in its sole discretion, permit Student access to patient protected health information, including medical records, when necessary in the regular course of the Experience. The discussion, transmission or narration in any form by Students or Instructors of any patient information of a personal nature, medical or otherwise, obtained in the regular course of the Program(s) is forbidden except as a necessary part of the Experience and then, limited to only the minimum information necessary. If permissible under federal and state laws and regulations, Students and Instructors shall use “de-identified information,” (as defined by the Federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, Subtitle D of the Federal HITECH Act, 42 U.S.C. § 17921 et seq., and the regulations promulgated thereunder (collectively referred to herein as “HIPAA”)) only in any discussions with School, its employees, contractors, or agents not participating as on-site Instructors. To preserve patient confidentiality, Students and Instructors shall not be permitted to use any cameras or cell phones to take photographs in the Facility(ies).
  - 6) Following dress code of Hospital and wearing ID badges identifying themselves as students.
  - 7) Participating in orientation pursuant to Section 2.G (Orientation) of this Agreement.
  - 8) With respect to Students only, interacting with Hospital’s patients under the direct supervision of a faculty member provided by School or Hospital-provided preceptors.
  - 9) Notifying Hospital immediately of any perceived or suspected violation of federal or State laws or Hospital policies.
- 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 employees and agents of School, including, without limitation, Instructors, participating under this Agreement. School shall defend, indemnify, and hold Hospital harmless from all liability and responsibility therefore.
- J. **Health Policy.** School shall provide Hospital, prior to a Student’s arrival at a Facility, with an attestation in the form provided at **Exhibit B** that Student has demonstrated proof of immunity consistent with Hospital employee health policy as detailed at Section C of **Exhibit F**. School shall notify Hospital prior to a Student’s arrival at the Facility if the Student is a known carrier of an infectious or communicable disease. If such information indicates that patients of Hospital would be placed at risk if treated by a particular Student, Hospital reserves the right to refuse to allow such Student to participate in the Experience at Hospital. Hospital is not financially responsible for providing these tests for Students.

Hospital has the same requirements for any School Instructors participating on-site under this Agreement.

- K. **Background Checks.** The School shall provide Hospital with an attestation in the form provided at **Exhibit B** that it has obtained a lawful background check for each Student and Instructor before the planned Experience, in accordance with the provisions set forth in **Exhibit F**. Hospital shall not be financially responsible for the background check. If any information obtained through a background check indicates that patient(s) and/or employee(s) of Hospital would be placed at risk by the presence of a particular Student or Instructor, Hospital reserves the right to refuse to allow such Student or Instructor to participate in any Experience at a Facility.
- L. **American Heart Association Certification.** For clinical Students only, School shall provide proof of each Student's certification in basic life support (BLS) by the American Heart Association.

### 3. HOSPITAL'S RESPONSIBILITIES

- A. **Access to Facilities.** Hospital shall permit only the mutually agreed upon Instructor(s) and Student(s) access to the Facility(ies) as appropriate and necessary for the Experience(s), provided that the Instructor(s) and Student(s) shall not interfere with the activities of Hospital.
- B. **Accreditation.** Upon request, Hospital shall permit the appropriate accreditation agency to make site visits to the Facility(ies), at reasonable and mutually agreed upon times that do not interfere with the delivery of services to patients and the general operation of Hospital, to verify the current Experience(s) for the applicable Program(s).
- C. **Hospital Designee.** Hospital shall designate a member of Hospital's staff ("Hospital Designee") to participate with the Program Coordinator in planning, implementing and coordinating the Experience(s).
- D. **Training Capacity.** Student(s) shall perform in a training capacity only and shall not be utilized to treat patients in lieu of trained professionals employed by Hospital. School shall ensure that Students interact with patients only when under the supervision of a qualified professional.

### 4. WITHDRAWAL OF STUDENTS

Subject to Section 5 (Non-Discrimination), Hospital may request School to withdraw from the Experience any Student or on-site Instructor whom Hospital determines is not performing satisfactorily, or who violates Hospital's or its medical staff's or policies, procedures, rules and/or regulations, or standards of accrediting bodies such as The Joint Commission, or who violates federal or State laws. Hospital may also deny participation in the Experience to any Student or on-site Instructor in accordance with the provisions of California Labor Code sections 432.7 and 432.8. School shall comply with Hospital's request promptly, and in no event later than five (5) days from School's receipt of such request. Hospital reserves the right to suspend from participation immediately

any Student or on-site Instructor whose participation in the Experience poses an imminent danger of harm to patients, employees or others.

## **5. NON-DISCRIMINATION**

The parties agree that all Students participating in the Experience(s) pursuant to this Agreement shall be selected without discrimination on account of race, color, religion, national origin, ancestry, disability, marital status, gender, sexual orientation, age, veteran status, medical condition, citizenship, or any other legally protected status under applicable law or Hospital policy.

## **6. STATUS OF SCHOOL AND HOSPITAL**

It is expressly agreed and understood by the parties that Students and any on-site Instructors under this Agreement are in attendance at Facility(ies) for educational purposes, and such Students and Instructors are not considered employees of Hospital for any purpose, including, but not limited to, compensation for services, employee welfare and pension benefits, or workers' compensation insurance. In the performance of the work, duties and obligations under this Agreement, the parties shall at all times act and perform as independent contractors, and shall not be joint ventures or agents of the other. Neither Hospital nor School shall provide or receive compensation from the other for any work, duties or obligations under this Agreement.

## **7. INDEMNIFICATION**

- A. School agrees to indemnify, defend and hold harmless Hospital and its affiliates, parents and subsidiaries, and any of their respective directors, officers, agents, and employees from and against all claims, liability, loss, damages, costs, and expenses (including court costs and attorney fees), arising out of or resulting from the acts or omissions of the School, its officers, employees, Students, Instructors, or agents.
- B. Hospital agrees to indemnify, defend and hold harmless School, its officers, agents, and employees from and against any and all claims, liability, loss, damages, costs, and expenses (including court costs and attorney fees), arising out of or resulting from the acts or omissions of Hospital, its agents or its employees.

## **8. INSURANCE**

- A. School shall procure and maintain the following insurance during the term of this Agreement, at its sole cost and expense, from an insurance company acceptable to Hospital or a program of self-insurance, that protects it and the Hospital against liability arising from or incident to the performance of this Agreement, in proportion to and to the extent of the negligent acts or omissions of the School or the School's officers, employees, or agents:
  - i. Commercial General Liability insurance covering School's officers, employees, or agents (including Students and Instructors), in an amount not less than One Million Dollars (\$1,000,000.00) for each occurrence and Three

Million Dollars (\$3,000,000.00) aggregate, which shall include contractual liability, personal and advertising liability.

- ii. Professional Liability insurance covering Students and Instructors, in an amount not less than Two Million Dollars (\$2,000,000.00) for each occurrence and Four Million Dollars (\$4,000,000.00) aggregate.
  - iii. Privacy/Cyber Liability insurance covering liabilities resulting or arising from acts, errors, or omissions, in connection with the services provided by School's officers, employees, or agents (including Students and Instructors) or permitted under this Agreement which are associated with any unlawful or unauthorized access to, or acquisition, use or disclosure of Protected Health Information (PHI), including any use or disclosure not permitted by this Agreement, and any breach, loss, or compromise of any PHI. Such insurance shall provide coverage for up to Five Million Dollars (\$5,000,000.00) per claim.
  - iv. Workers' Compensation insurance as required by the laws of the state in which the work is being performed, and Employers' Liability insurance with limits of One Million Dollars (\$1,000,000.00) per accident / per disease. In the event School does not carry Workers' Compensation insurance on the Students, School shall require each Student to maintain comprehensive health and accident insurance in a minimum amount of One Hundred Thousand Dollars (\$100,000.00) per Student per claim, and shall provide Hospital with evidence of such coverage for each Student at least thirty (30) days before the start of the planned Experience.
- B. If any such insurance is written on a claims-made policy form, the policy shall have a retroactive date prior to or coinciding with the effective date of this Agreement and shall continue for five (5) years following termination of this Agreement. In the event that a claims-made policy is canceled, terminated or non-renewed, School shall obtain an extended reporting period endorsement for the remainder of the five (5)-year period.
- C. School shall provide Hospital 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 Hospital of the cancellation of such insurance. School shall promptly notify Hospital of any cancellation, reduction, or other material change in the amount or scope of any coverage required hereunder.

## 9. TERM AND TERMINATION

- A. **Term.** This Agreement shall be effective as of the Effective Date, and shall remain in effect for three (3) years thereafter.
- B. **Renewal.** This Agreement may be renewed for subsequent three (3) year terms, by a party giving the other at least thirty (30) days prior written notice of their desire to renew, and the other parties' agreeing to such a renewal prior to the expiration of the then current term of the Agreement.

C. **Termination.**

- 1) **Mutual Agreement.** This Agreement may be terminated at any time upon the written concurrence of the parties.
- 2) **Without Cause.** This Agreement may be terminated without cause with thirty (30) days prior written notice by a 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, unless such completion would cause an undue financial hardship on Hospital or the unit in which Student is assigned ceases to operate.
- 3) **Change in Accreditation Status, License, or Credentials.** Hospital may terminate this Agreement immediately upon provision of written notice to School if School notifies Hospital of a change in School's accreditation status or licensure or credentials, pursuant to Section 2.D (Accreditation; Licenses and Credentials), or if Hospital otherwise learns of such change.

10. **GENERAL PROVISIONS**

- A. **Assignment.** Neither party may, directly or indirectly, in whole or in part, either by operation of law or otherwise, assign or transfer this Agreement or delegate any of its obligations under this Agreement without the other party's prior written consent. Any attempted assignment, transfer or delegation without such prior written consent will be void and unenforceable. Notwithstanding the foregoing, Hospital, or its permitted successive assignees or transferees, may assign or transfer this Agreement or delegate any rights or obligations hereunder without consent: (1) to any entity controlled by, or under common control with, Hospital, or its permitted successive assignees or transferees; or (2) in connection with a merger, reorganization, transfer, sale of assets or product lines, or change of control or ownership of Hospital, or its permitted successive assignees or transferees. This Agreement shall inure to the benefit of and shall be binding on the parties hereto, their successors and assigns, except as otherwise provided in this Agreement.
- B. **Dispute Resolution.** The parties agree to meet and confer to resolve any dispute arising out of or in connection with this Agreement, including any question regarding its existence, interpretation, validity or termination. If such dispute cannot be resolved informally through the meet and confer process, the parties shall submit the matter to binding arbitration pursuant to the California Code of Civil Procedure Section 1280, et seq., and the arbitration shall be administered in accordance with the Streamlined Rules of Judicial Arbitration and Mediation Service (JAMS) applicable to commercial arbitrations. The arbitration shall take place in **Alameda County**. The judgment of the arbitration tribunal will be accompanied by a written statement of the basis for such judgment and may be enforced by any court having proper jurisdiction.
- C. **Attorney's Fees.** If any legal action or other proceeding, including arbitration, is brought by either party to enforce or interpret any provision of, or otherwise

relating to, this Agreement, the prevailing party in such action shall be entitled to award of its costs and reasonable attorney's fees, in addition to such other relief as the court or arbitrator may deem appropriate.

- D. **Survival**. Termination or expiration of this Agreement for any reason shall not relieve either party of any obligation or liability incurred prior to the expiration or termination of this Agreement. The following provisions shall survive termination or expiration of this Agreement, in addition to those that by their nature are intended to survive termination: PAYROLL TAXES AND WITHHOLDINGS; INDEMNIFICATION; INSURANCE; DISPUTE RESOLUTION; and CONFIDENTIALITY.
- 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. A photocopy or scanned version of the executed Agreement may be used as if it were the original Agreement.
- F. **Force Majeure**. Neither party shall be liable nor deemed to be in default for any delay or failure in performance under this Agreement or other interruption of service or employment deemed resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, failure of transportation, machinery or supplies, vandalism, strikes or other work interruptions beyond the reasonable control of either party.
- G. **Governing Law**. This Agreement, and all transactions contemplated by this Agreement, shall in all respects be governed by, and construed and interpreted in accordance with, the laws of the State of California without giving effect to any conflicts of law principles of such state that might refer the governance, construction or interpretation of this Agreement to the laws of another jurisdiction.
- H. **Notices**. All written notices to be given in connection with this Agreement shall be sufficient if sent by (a) certified or registered mail, postage prepaid, or (b) national overnight delivery service addressed to the party entitled to receive such notice at the address specified by such party below:

**HOSPITAL**

Anette Smith-Dohring  
Manager, Workforce Development  
2700 Gateway Oaks Drive, Suite 1141  
Sacramento, CA 95833  
Phone: 916.887.7644  
Email: [EducationContracts@sutterhealth.org](mailto:EducationContracts@sutterhealth.org)

**With a copy to:**

Sutter Health Office of the General Counsel  
2000 Powell Street, Suite 1000  
Emeryville, CA 94608

**SOLANO COMMUNITY COLLEGE**

Name: Robert Gabriel, Ph.D.

Title/Department: Dean, School of Health Sciences

Address: 4000 Suisun Valley Road

City, State, Zip: Fairfield, CA 94534

- I. **Severability**. In the event any portion of this Agreement is declared void, invalid or unenforceable by a court or arbitrator, such portion shall be severed from this Agreement, and the remaining provisions shall remain in effect, unless the effect of such severance would be to alter substantially this Agreement or the obligations of the parties, in which case this Agreement may be terminated by either party upon thirty (30) days prior written notice, or as otherwise allowed by the Term and Termination provisions of this Agreement.
- J. **No Waiver**. No waiver of a breach of any provision of this Agreement may be construed as a waiver of any breach of any other provision. To be effective, a waiver must be in writing. No single waiver may be treated as an ongoing waiver unless expressly agreed in writing.
- K. **No Referrals/Non-Exclusivity**. Nothing in this Agreement is intended to obligate, nor shall anything in this Agreement obligate any party to the Agreement to refer business to any other party. Further, this Agreement is not exclusive, and the parties may enter into similar agreements with other parties.
- L. **No Third Party Rights**. Unless otherwise expressly provided in this Agreement, nothing contained herein is intended nor shall be construed to create rights running to the benefit of any person or entity not a party to this Agreement.
- M. **Confidentiality**. The parties shall protect the confidentiality of each other's records and information, and shall not disclose confidential information without the prior written consent of the other party except as otherwise expressly provided herein. All patient records, reports and information obtained, generated or encountered relating to the Experience shall at all times be and remain the property of Hospital. Students and Instructors shall not remove original or copied patient or other confidential information or communicate such information to others, including, but not limited to, School, without the express prior written permission of Hospital. School shall warrant to Hospital that each Student and Instructor has received appropriate training in the Student's/Instructor's duty to maintain the confidentiality of patient and Hospital proprietary information at all times, and to comply with all federal and California laws relating to the privacy of individually identifiable health information. Such laws include, without limitation, HIPAA and the California Confidentiality of Medical Information Act. Hospital reserves the right to provide appropriate confidentiality training to the Students and Instructors, and to designate the Students and Instructors as members of Hospital's workforce, as defined by HIPAA. If permissible under federal and state laws and regulations, Students and Instructors shall only use de-identified information (as defined by HIPAA) in any discussion with School, its employees and agents not acting as on-site Instructors.

Neither party shall be obligated to hold the following information in confidence (and such information shall not be deemed to be confidential information); provided, however, nothing in this paragraph shall apply to any individually identifiable health information: information that is or becomes publicly available through no fault of the recipient, information developed by a party without using any confidential information, information lawfully possessed by a party before receipt from the disclosing party, and information lawfully disclosed to a party on a non-confidential basis from a person or entity that is not bound by a duty of confidentiality. A party may disclose confidential information as required by law, provided that such disclosing party provides reasonable prior notice to the other party to enable such other party to attempt to prevent or limit the disclosure and the disclosing party assists the other party upon request in seeking relief from or limiting the disclosure.

- N. **Entire Agreement.** This Agreement constitutes the entire understanding and agreement between the parties as to those matters contained in it, and supersedes any and all prior or contemporaneous agreements, representations and understandings of the parties. This Agreement may be amended or extended at any time by mutual agreement of the parties, but any such amendment or extension must be in writing, dated, and signed by the parties.

## 11. EXECUTION

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

***[Signatures follow]***

**SIGNATURES PAGE****SUTTER BAY HOSPITALS:****SOLANO COMMUNITY COLLEGE  
DISTRICT**By: \_\_\_\_\_  
(Signature)

Name: Maynard Jenkins

Title: Vice President, Human Resources

Date: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

Name: Celia Esposito-Noy, Ed.D.

Title: Superintendent-President

Date: \_\_\_\_\_

**EXHIBIT A**

The following Hospital Facilities are included in this Agreement:

Hospitals	Address	City, State	Zip Code
Alta Bates Summit Medical Center	2450 Ashby Avenue 350 Hawthorne Avenue	Berkeley, CA Oakland, CA	94705 94609
California Pacific Medical Center	3700 California Street Castro & Duboce Street 2333 Buchanan Street 3555 Cesar Chavez Street	San Francisco, CA San Francisco, CA San Francisco, CA San Francisco, CA	94118 94114 94115 94110
Sutter Delta Medical Center	3901 Lone Tree Way	Antioch, CA	94509
Eden Medical Center	20103 Lake Chabot Road	Castro Valley, CA	94546
Mills-Peninsula Medical Center	1501 Trousdale Drive	Burlingame, CA	94010
Novato Community Hospital	180 Rowland Way	Novato, CA	94945
Sutter Lakeside Hospital	5176 Hill Road East	Lakeport, CA	95453
Sutter Santa Rosa Regional Hospital	30 Mark West Springs Road	Santa Rosa, CA	95403
Sutter Maternity & Surgery Center	2900 Chanticleer Avenue	Santa Cruz, CA	95065

**EXHIBIT B**

**Sample Letter of Attestation**

VIA EMAIL TO: Hospital Designee and/or [EducationContracts@sutterhealth.org](mailto:EducationContracts@sutterhealth.org)

Date

Hospital Designee  
Sutter Bay Hospitals  
Sutter Health Facility Location  
City, CA Zip Code

Dear :

Please accept this letter as School's attestation that the Students scheduled to begin an Experience with \_\_\_\_\_ ("Hospital"), a California nonprofit public benefit corporation on **DATE** have successfully completed the background, drug and health screening requirements as outlined in the Student Experiences Agreement ("Agreement").

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

The planned Experiences are as set forth in Attachment 1 to this Attestation Letter.

Sincerely,

Program Director  
School



**ATTACHMENT 1  
INFORMATION SHEET**

Student (name, address, phone number)	Preceptor (if any) (name, address, phone number, and signature indicating willingness to act as Preceptor)	Instructor (if any) (name, address, phone number)	Facility(ies)	Planned Rotation Start and End Dates

## EXHIBIT C

### **Sutter Health WORKFORCE CONFIDENTIALITY ACKNOWLEDGMENT**

*I understand that, because of my work for or employment by Sutter Health or its affiliates (individually and collectively, "Sutter Health"), I may have access to Confidential Information. I understand that Confidential Information may not be disclosed except as permitted or required by Sutter Health policies and procedures or as required by law. I understand and acknowledge my obligation to comply with all Sutter Health Privacy and information security policies, the Standards of Business Conduct, and departmental procedures related to the security and confidentiality of Confidential Information to the extent they apply to me. I understand that these policies, standards, and procedures are available to me on the MySutter intranet site, or by contacting my department Supervisor/Manager, Privacy Officer, Information Security Officer, Compliance Officer or Human Resources.*

**CONFIDENTIAL INFORMATION.** As used in this Workforce Confidentiality Acknowledgment ("Acknowledgment"), "Confidential Information" includes:

1. All information, including but not limited to Sutter Health strategies, new products, business plans, and prices, contained in any document designated as "Confidential Information," "Proprietary Information," "Trade Secrets," or other similar marking.
2. Proprietary business information, including any information and trade secrets used in the operation of Sutter Health's business that is sufficiently valuable and secret to afford an actual or potential economic advantage over others and is not generally available to the public, including but not limited to provider contracts, pricing schedules, information system technical designs, marketing plans and strategies, business forecasts and strategies, formulas, processes, or designs.
3. "Protected Health Information" ("PHI"), which means individually identifiable health information, including demographic information collected from an individual, in any form, created or received by a health care provider, health plan, employer, or health care clearinghouse; and relates to the past, present, and future physical or mental health or condition of an individual in his or her status as a patient; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual; or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, with a few limited exceptions.
4. Private personnel information (such as health and disability, benefits, payroll, and other private information), but only if I acquired the information solely through access granted as part of my formal job duties.
5. Confidential Information includes information in any format and stored in any type of media, including but not limited to hard-copy, electronic, or information system records, files and data. Confidential Information also includes verbal and memorized information.
6. Confidential Information does not include information concerning the terms and conditions of employment, such as wages, hours, benefits, or labor disputes, as long as I did not acquire the information solely by virtue of access granted as part of my formal job duties.

I understand and acknowledge that:

- I have access to Protected Health Information and other Confidential Information directly or indirectly in my formal job duties.
- I have received, read, and understand the Sutter Health Privacy and Information Security policies, including (but not limited to) the Workforce Confidentiality and Privacy Policy.

- Workforce members are obligated to protect and safeguard Confidential Information, regardless of format (e.g., paper, voice, electronic), by following Sutter Health Privacy and Information Security policies and the requirements outlined in this Workforce Confidentiality Acknowledgment.
- I must make reasonable efforts to avoid being overheard in public places or private spaces and reasonably limit Confidential Information discussed or displayed near any individual who does not have the right or need to know. This includes taking precautions such as limiting computer screens from being inappropriately visible to others, securing paper documents so that unauthorized persons cannot view or take them, logging off before leaving my computer unattended, and shredding Confidential Information that is no longer needed.
- I am not allowed to access, use, or disclose Protected Health Information of any individual (including, for example, that of a friend, relative, celebrity, or staff member), unless I am required to do so as part of my official job duties.
- If I have access to the Sutter Health electronic health record as part of my professional role, I may access my own health information with a few exceptions. I may not print or alter any information in my medical record.
- My authentication codes (including, for example, user ID, security code, password, facility badge access device, and/or biometric ID) are for my use only and I am only permitted to use my authentication codes to access facilities, systems and information appropriate to my job duties. To use anyone else's authentication code in order to access any Sutter Health facility, system, or information is considered a violation of Sutter Health policies. This does not include limited circumstances where shared authentication codes are permitted for patient safety reasons. Shared authentication codes are never permitted for access to Epic. I will not share or allow anyone to use a unique authentication code that has been given only to me to access Sutter Health Information Systems.
- Confidential Information obtained from Sutter Health (including from other Workforce members, from paper records, or through information systems) remains the property of Sutter Health regardless of physical location or method of storage.
- All equipment issued to me by Sutter Health is the property of Sutter Health, and shall be returned to Sutter Health when no longer required for official job duties or at the time of termination of employment.
- Storage of Confidential Information on local hard drives and/or portable/removable devices (e.g., USB drive) is prohibited unless the drive/device is encrypted with Sutter Health Privacy and Information Security approved encryption software. Storing Confidential Information on encrypted local hard drives or portable/removable devices may be done only with VP or Director level approval when absolutely necessary to support business processes and for the minimum amount of time necessary.
- Where Sutter Health provides a guest internet wireless service ("guest internet"), that the guest internet is intended for the use of Sutter Health patients or guests only. When using a Sutter Health computer or other device, I agree that I shall only connect to the Sutter Health network and shall not connect to the guest internet.
- If I believe that the privacy or security of any information or system may be compromised in any way (for example, through the possible disclosure of sign-on information or potential unauthorized access, use or disclosure of Confidential Information, either intentional or accidental), I will contact my Supervisor/Manager/Director, Affiliate Privacy, Information Security or Compliance Officer or report through the Sutter Health Confidential Message Line (800-500-1950) as soon as possible. If at any time I feel that the confidentiality of my authentication codes (for example, password(s), sign-on(s) or identification device(s)) have been compromised, I will notify the Sutter Health Service Desk and the Affiliate Privacy or Information Security Officer immediately so that my code(s)/device(s) can be cancelled and new ones issued.
- My user accounts, access to electronic information, and/or physical access to areas with Confidential Information may be disabled without prior notice by the Sutter Health Chief Privacy and Information Security Officer, Chief Information Officer or their designee when they reasonably believe that my user account/access may be compromised or is being used for inappropriate access to Confidential Information.
- My access privileges are subject to periodic review, revision, and if appropriate, renewal. I understand that all access to, and use of, Sutter Health information systems is subject to monitoring and review as deemed

appropriate by Sutter Health. I understand that I have no right to privacy when using a Sutter Health information system or device and that any information I (actually or attempt to) view, share, print, download or otherwise access may be recorded and/or viewed by Sutter Health.

- I am required to protect and safeguard all Confidential Information including Protected Health Information. This obligation continues indefinitely, even after my employment with Sutter Health ends.
- This Acknowledgment does not supersede any other rules or expectations regarding the use or disclosure of Confidential Information that may be contained in other Sutter Health documents. Such documents include, but are not limited to, job descriptions, policies, employee handbooks and department procedures.
- This Acknowledgement does not limit my ability to file a charge or complaint with the Equal Employment Opportunity Commission, the National Labor Relations Board, the Occupational Safety and Health Administration, the Department of Fair Employment and Housing or any other federal, state or local governmental agency or commission (“Government Agencies”), provided that I do not unlawfully use or disclose PHI in filing such a charge or complaint. I further understand that this Acknowledgement does not limit my ability to communication with any Government Agencies or otherwise participate in any investigation or proceeding that may be conducted by any Government Agency, including providing documents or other information, without notice to Sutter Health, provided I do not unlawfully use or disclose PHI in any such communications or participation. This Acknowledgement does not limit my right to receive an award for information provided to any Government Agencies.
- This Acknowledgment is not intended to, and does not, interfere with any protected rights that I may have under applicable laws, including my right to engage in concerted activity or other rights protected by Section 7 of the National Labor Relations Act, provided that I do not unlawfully use or disclose PHI in the course of such activity.
- Any actual or attempted unlawful or unauthorized access, use or disclosure of Confidential Information may be reportable to government agencies, patients and/or health plan members, and in some cases the media. I understand that if I violate Sutter Health’s Privacy and Information Security policies, including the Workforce Confidentiality and Privacy policy, or this Acknowledgment, I may be subject to immediate disciplinary action, up to and including termination, and that I may be held personally liable by State and/or Federal regulatory agencies. I understand that I could be subject to criminal penalties of up to \$250,000 in fines, 10 years imprisonment or both for the unauthorized and unlawful access to, or disclosure of, Protected Health Information.

My electronic signature acknowledges that I understand my privacy, security and confidentiality obligations as described in this Workforce Confidentiality Acknowledgement and agree to all terms therein.

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_

**EXHIBIT D**

**STUDENT'S DECLARATION OF RESPONSIBILITIES**

I, \_\_\_\_\_, hereby state, represent and agree that:  
(Name of Student)

1. I am over eighteen (18) years of age.
2. I am a student enrolled in the School's \_\_\_\_\_ program (hereinafter referred to as "Program") and am participating in an educational experience at \_\_\_\_\_ ("Facility").
3. I understand that I will need to undergo a background check and provide proof of: (i) immunizations, (ii) annual TB testing and flu shot or declination, and (iii) absence of controlled substances prior to participating on-site at Facility. The specific requirements will be provided to me by my School, and documentation of such proof will be submitted to School and may be submitted to the Facility.
4. I agree to comply with all applicable Facility policies, procedures, and regulations, and such other requirements and restrictions as may be mutually specified and agreed upon by the designated representatives of the Facility and School. I agree to be responsible for my own support, maintenance and living quarters while participating in the educational experience and for any and all transportation to or from Facility.
5. I agree to be responsible for my own medical care needs. I understand that Facility will provide access to emergency medical services should I need such care while engaged in an educational experience at Facility. However, I agree that Facility shall assume no cost or liability for providing such care and that I shall be responsible for and bear any costs incurred for such emergency medical services.
6. I acknowledge that I have received training in blood and body fluid universal precautions consistent with the guidelines published by the U.S. Centers for Disease Control and Prevention and shall provide documentation of such training along with my application for participation in this educational experience.
7. I acknowledge that I am participating in an educational experience in order to obtain academic credit. I acknowledge that I will not be considered an employee of Facility or any of its affiliates, nor shall I receive compensation from Facility or any of its affiliates. I further acknowledge that I am neither eligible for nor entitled to workers compensation benefits under Facility's or any of its affiliates' coverage based upon my participation in this educational experience. I further acknowledge that I will not be provided any benefit plans, health insurance coverage, or medical care by Facility or any of its affiliates based upon my participation in this educational experience.
8. I understand that Facility may request School to withdraw me from the educational experience if Facility determines that I am not performing satisfactorily, or that I have violated Facility's or its medical staff's policies, procedures, rules and/or regulations, standards of accrediting bodies such as The Joint Commission, or federal or State laws. Facility may also deny my participation in the educational experience in accordance with the provisions of California Labor Code sections 432.7 and 432.8. I further understand and agree that Facility may suspend my participation in the

educational experience immediately if Facility determines that my participation poses an imminent danger of harm to patients, employees or others.

9. I agree to comply with non-discrimination regulations and shall not discriminate against any person because of race, color, religion, sex, sexual orientation, marital status, national origin, age, physical handicap, medical condition or any other legally protected status.
10. I further understand that Facility has the right to suspend or discontinue use of their facilities for educational experiences.
11. I recognize that medical records, patient care information, personnel information, reports to regulatory agencies, and conversations between or among healthcare professionals related thereto are considered confidential and protected and should be treated with utmost confidentiality. I further understand that if it is determined that a breach in confidentiality has occurred as a result of my actions, I can be held liable for damages that result from such a breach.
12. I understand that Hospital employees who are also Students are not considered employees of Hospital while acting in their roles as Students. The following requirements apply to such employees in their Student roles:
  - Student ID name badges must be worn in place of employee badges
  - The Workforce Confidentiality Agreement must be signed
  - The requirements for drug screens and background checks may be waived if the employee received drug screens and background checks upon employment.
  - If a background check is not on file, the regular background check requirements of this Agreement apply.
  - Workers compensation is not offered for employees functioning in a Student role.
  - Students will not perform employment duties while functioning as a Student; employees will not perform student duties while functioning as an employee.
13. In consideration of the educational opportunity afforded to me by Facility, I, with respect to my activities while a student at Facility, hereby waive any claim for damages against Facility, its affiliates, or its and their employees and/or agents alleged to have resulted from any acts or omissions of Facility, its affiliates, or its and their employees and/or agents.

I have read the foregoing and understand and agree to the terms, in consideration of Facility permitting me to participate in the educational experience at Facility.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature, Program Participant

Name: \_\_\_\_\_

\_\_\_\_\_  
Printed Name, Program Participant

## EXHIBIT E

### ON-SITE INSTRUCTOR'S DECLARATION OF RESPONSIBILITIES

I, \_\_\_\_\_, hereby state, represent and agree that:  
(Name of Instructor)

1. I am an on-site Instructor for the School's \_\_\_\_\_ program (hereinafter referred to as "Program") at \_\_\_\_\_ ("Facility").
2. I understand that I will need to undergo a background check and provide proof of: (i) immunizations, (ii) annual TB testing and flu shot or declination, and (iii) absence of controlled substances prior to participating on-site at Facility. The specific requirements will be provided to me by my School, and documentation of such proof will be submitted to School and may be submitted to the Facility.
3. I agree to comply with all applicable Facility policies, procedures, and regulations, and such other requirements and restrictions as may be mutually specified and agreed upon by the designated representatives of the Facility and School. I agree to be responsible for my own support, maintenance and living quarters while participating in the educational experience and for any and all transportation to or from Facility.
4. I agree that I am responsible for supervising the Students in my rotation; I will not delegate to any other person (e.g., a Hospital employee or a senior Student) my responsibility to precept or supervise the Students.
5. I acknowledge and agree that clinical rotation groups shall consist of up to a maximum of ten (10) Students per clinical Instructor, and that precepted Experiences shall consist of one (1) Student per one (1) clinical preceptor.
6. I agree to be responsible for my own medical care needs. I understand that Facility will provide access to emergency medical services should I need such care while engaged in an educational experience at Facility. However, I agree that Facility shall assume no cost or liability for providing such care and that I shall be responsible for and bear any costs incurred for such emergency medical services.
7. I acknowledge that I have received training in blood and body fluid universal precautions consistent with the guidelines published by the U.S. Centers for Disease Control and Prevention and shall provide documentation of such training along with my application for participation in this educational experience.
8. I acknowledge that I will not be considered an employee of Facility, nor shall I receive compensation from Facility. I further acknowledge that I am neither eligible for nor entitled to workers compensation benefits under Facility's coverage based upon my participation in this educational experience. I further acknowledge that I will not be provided any benefit plans, health insurance coverage, or medical care from Facility based upon my participation in this educational experience.
9. I understand that Facility may request School to withdraw me from the educational experience if Facility determines that I am not performing satisfactorily, or that I have violated Facility's or its medical staff's policies, procedures, rules and/or regulations, standards of accrediting bodies such as The Joint Commission, or federal or State laws. Facility may also deny my participation in the educational experience in accordance with the provisions of California Labor Code sections 432.7 and 432.8. I further understand and agree that Facility may suspend my participation in the educational experience immediately if Facility determines that my participation poses an imminent danger of harm to patients, employees or others.

10. I agree to comply with non-discrimination regulations and shall not discriminate against any person because of race, color, religion, sex, sexual orientation, marital status, national origin, age, physical handicap, medical condition or any other legally protected status.
11. I further understand that Facility has the right to suspend or discontinue use of their facilities for educational experiences.
12. I recognize that medical records, patient care information, personnel information, reports to regulatory agencies, and conversations between or among healthcare professionals related thereto are considered confidential and protected and should be treated with utmost confidentiality. I further understand that if it is determined that a breach in confidentiality has occurred as a result of my actions, I can be held liable for damages that result from such a breach.
13. I understand that Hospital employees who are also Instructors are not considered employees of Hospital while acting in their roles as Instructors. The following requirements apply to such employees in their Instructor roles:
  - Instructor ID name badges must be worn in place of employee badges
  - The Workforce Confidentiality Agreement must be signed
  - The requirements for drug screens and background checks may be waived if the employee received drug screens and background checks upon employment.
  - If a background check is not on file, the regular background check requirements of this Agreement apply.
  - Workers compensation is not offered for employees functioning in an Instructor role.
  - Instructors will not perform employment duties while functioning as an Instructor; employees will not perform instructor duties while functioning as an employee.
14. In consideration of the access to its facilities afforded to me by Facility, I, with respect to my activities while at Facility, hereby waive any claim for damages against Facility, its affiliates, or its and their employees and/or agents alleged to have resulted from any acts or omissions of Facility, its affiliates, or its and their employees and/or agents.

I have read the foregoing and understand and agree to the terms, in consideration of Facility permitting me to participate in the educational experience at Facility.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature, On-Site Instructor

Name: \_\_\_\_\_  
Printed Name, On-Site Instructor

## EXHIBIT F

### BACKGROUND CHECKS AND HEALTH SCREENING PROCESS

An attestation of the satisfactory completion of the health screens and background checks shall be provided to the Hospital Workforce Development Manager, electronically or via facsimile, no less than **thirty (30) days** prior to Student placement.

#### **A. Background Checks Requirements**

School shall provide proof of a lawful background check for each Student and Instructor by attestation as demonstrated in **Exhibit B**; School shall additionally and separately provide Hospital with a de-identified copy of any background check that contains derogatory information. The background check shall be conducted **no more than ninety (90) days** prior to the start of the Experience, and reported to Hospital **at least thirty (30) days** prior to the start of the Experience. If School has provided a background check for a Student, and the Student participates in an Experience at Hospital, a second background check will not be required prior to the Student participating in an additional Experience at Hospital so long as the Student has remained continuously enrolled in the Program. Hospital is not financially responsible for the background check. The background check shall include at a minimum: a controlled substance screen in accordance with Hospital policy; a county criminal background search in each county where the Student/Instructor has resided in the seven (7) years prior to the Experience; a national registry search of violent sexual offenders and predators; and a sanction search of the Department of Health and Human Services, Office of Inspector General and General Services Administration, and the California Department of Health Care Services, for listing as debarred, excluded or otherwise ineligible for federal or state program participation (<http://oig.hhs.gov/fraud/exclusions.html>; <https://www.epls.gov/>; <http://www.medi-cal.ca.gov/references.asp>). All searches and background checks described above shall include a search of any additional names utilized by the candidate (ex: other first or last names).

#### **B. Background Check Vendor**

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

**Corporate Screening:** [www.CorporateScreening.com](http://www.CorporateScreening.com) / [www.VerifyStudents.com](http://www.VerifyStudents.com)

#### **C. For Students or Instructors currently employed by Hospital**

Hospital employees who are also Students or Instructors are not considered employees of Hospital while acting in their roles as Students or Instructors, per Section 5 (Status of Students and Instructors) of the Agreement. The following requirements apply to such employees in their Student or Instructor roles:

- Student or Instructor ID name badges must be worn in place of employee badges
- The Workforce Confidentiality Agreement must be signed
- The requirements for drug screens and background checks may be waived if the employee received drug screens and background checks upon employment.
- If a background check is not on file, the regular background check requirements of this Agreement apply.
- Workers compensation is not offered for employees functioning in a Student or Instructor role.
- Students and Instructors will not perform employment duties while functioning as a Student or Instructor; employees will not perform student or instructor duties while functioning as an employee.

**D. Health Screening Process.** The following health screening requirements apply to both Students and Instructors of School:

#### **Demonstrate the absence of tuberculosis (Annually)**

- Initial two-step process; single thereafter. The second step/test should be no more than twenty-one (21) days after the first.
- Individual with a documented PPD response must undergo a chest x-ray
- The local medical examiner may accept a documented negative chest x-ray received within the past 12 months with a current negative symptomatology survey or as required by the authorized Public Health Agency

**Demonstrate immunity to measles, mumps, and rubella, via two-step process or proof of adequate vaccination.**

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

- Varicella zoster
- Diphtheria, Tetanus, and Pertussis (Tdap)
- Hepatitis B status screening
  - (can be declined)
- Annual influenza
  - (proof of shot or declination required between October and April; if declined, Student/Instructor must wear a mask in accord with Facility and County requirements)

**Demonstrate the absence of controlled substances:**

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

**E. Provision of Documentation.** Hospital reserves the right to request actual background check and health screen documents for each Student and Instructor. School must provide requested documentation within two (2) hours of the request for current Students or Instructors. For past Students or Instructors, the School must provide requested documentation within ten (10) business days. School shall retain the Student and Instructor records a minimum of five (5) years.

SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board  
SUBJECT: BOARD STUDY SESSION – EARLY COLLEGE HIGH SCHOOL

**REQUESTED ACTION:**

- Information OR  Approval  
 Consent OR  Non-Consent

**SUMMARY:**

An update on the Early College High School will be presented to the Governing Board by Kris Corey, Superintendent FSUSD and John Pizzo, Principal ECHS.

**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

\_\_\_\_\_  
Celia Esposito-Noy, Ed.D.

**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**

\_\_\_\_\_  
May 29, 2018

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

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

\_\_\_\_\_  
June 6, 2018  
**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

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

**TO:** **Members of the Governing Board**

**SUBJECT:** **FIRST READING OF PROPOSED ACADEMIC  
CALENDAR FOR 2019-2020**

**REQUESTED ACTION:**

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

**SUMMARY:**

The Solano Community College Academic Calendar for 2019-2020 has been recommended by the Academic Calendar Advisory Committee and has received the endorsement of the Solano Community College Faculty Association in accordance with the collective bargaining agreement.

The Academic Calendar for 2019-2020 is being presented for information only and will be presented for Board approval on June 20, 2018.

**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: 6500</i>	<i>Estimated Fiscal Impact: N/A</i>
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**SUPERINTENDENT’S RECOMMENDATION:**       **APPROVAL**             **DISAPPROVAL**  
 **NOT REQUIRED**         **TABLE**

Gregory S. Brown  
Vice President, Student Services

**PRESENTER’S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

**ADDRESS**

707-864-7159

**TELEPHONE NUMBER**

Gregory S. Brown, Student Services

**VICE PRESIDENT APPROVAL**

May 29, 2018

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

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

June 6, 2018

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**



# Solano Community College District 2019-20 Academic Calendar

## SUMMER 2019

S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

S	M	T	W	Th	F	S
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18	19	20	21	22	23	24
25	26	27	28	29	30	31

## FALL 2019

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25	26	27	28	29	30	31

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22	23	24	25	26	27	28
29	30					

S	M	T	W	Th	F	S
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13	14	15	16	17	18	19
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27	28	29	30	31		

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S	M	T	W	Th	F	S
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22	23	24	25	26	27	28
29	30	31				

## SPRING 2020

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			1	2	3	4
5	6	7	8	9	10	11
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19	20	21	22	23	24	25
26	27	28	29	30	31	

S	M	T	W	Th	F	S
						1
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16	17	18	19	20	21	22
23	24	25	26	27	28	29

S	M	T	W	Th	F	S
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29	30	31				

S	M	T	W	Th	F	S
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12	13	14	15	16	17	18
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S	M	T	W	Th	F	S
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17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

## LEGEND

SUMMER 2019 June 3 – August 1	
Six-week Session --	June 10 – July 18
Eight-week Session --	June 10 – August 1
Nine-week Classes --	June 3 – August 1
FALL 2019 August 12 – December 15	
Eight-week Session I --	August 12 – October 7
Eight-week Session II --	October 9 – December 8
Flex Day (Optional)	August 8, October 8
Flex Day (Required)	August 9
Finals Week	December 9-15
SPRING 2020 January 13 – May 21	
Eight-week Session I --	January 13 – March 13
Eight-week Session II --	March 14 – May 14
Flex Day (Optional)	January 9, February 13
Flex Day (Required)	January 10
Flex Days (Optional)	March 10
Evening Class Finals Begin	May 14
Finals Week	May 15-21
Commencement	May 21, 2020
Flex Day (Optional)	
Flex Day (Required)	
No Classes	
State Mandated Holiday	
District Holiday	

## NUMBER OF INSTRUCTIONAL DAYS (M-F)

	M	T	W	Th	F	Total
Fall 2019	15	16	16	16	16	79
Spring 2020	15	16	17	16	15	79

## FINAL EXAMINATION DAYS (M-F)

	M	T	W	Th	F	Total
Fall 2019	1	1	1	1	1	5
Spring 2020	1	1	1	1	1	5

## FLEX DAYS

Fall 2019	3
Spring 2020	4
TOTAL	7

## WEEKEND CLASS DAYS INCLUDING FINALS

Sat	
Fall 2019	16
Spring 2020	16

## HOLIDAYS

HOLIDAYS	State Mandated	Declared by SCCD
Independence Day	July 4 (Th)	
Labor Day	September 2 (M)	August 31 - September 1 (S-Su)
Veterans Day (observance)	November 11 (M)	
Thanksgiving Day	November 21 (Th)	November 22-24 (F-Su)
Winter Break		December 19 - January 2 (Th-W)
Martin Luther King, Jr. Day	January 20 (M)	
Lincoln Day	February 14 (F)	February 15-16 (S-Su)
Washington Day	February 17 (M)	
Spring Break		April 6 (M) - 12 (Su)
Memorial Day	May 25 (M)	