

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

TO: MEMBERS OF THE GOVERNING BOARD

SUBJECT: CONSENT CALENDAR - HUMAN RESOURCES

REQUESTED ACTION: APPROVAL

EMPLOYMENT 2023-2024

Change in Assignment

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Jose Cortes	From Full-time Instructor, English as a Second Language (ESL) to Dean, Applied Technology & Business	05/01/2024

Reclassification

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Julene Calvo	From Occupational Education Assistant to Student Services Generalist	04/01/2024

Out of Class Assignment

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Rashmi Bains	Learning Resources Technician II	05/01/24-06/30/24
Karen Mitchell	Senior HR Generalist	05/01/24-06/30/24
Bridget Sarazin	Senior HR Generalist	05/01/24-06/30/24

Temporary Change in Assignment

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Jose Cortes	From Full-time Instructor, English as a Second Language (ESL) to Interim Dean, Applied Technology & Business	07/01/23 -04/30/24 (Revised)

Salvatore Abbate
 Human Resources

May 3, 2024

Date Submitted

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

May 15, 2024

Date Approved

District Resignation

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Nathaniel “Will” Clarke	Student Services Assistant II – Financial Aid 8 months of service with SCC	05/17/2024

Short-Term/Temporary/Substitute

<u>Name</u>	<u>Assignment</u>	<u>Fund/Grant</u>	<u>Effective</u>	<u>Amount</u>
Jessica Fleshman	Program Administration – EMS	General	7/01/24 - 8/31/24	\$62.35/hr.
Angel Iqueda	Program Administration – EMS	General	7/01/24 - 8/31/24	\$76.18/hr.
Anastacia Lamba	Administrative Assistant III	Rising Scholars	08/17/23 - 06/30/24 (revised)	\$18.91/hr.
James (Tom) MacMullen	Special Project	General	05/01/24 - 06/28/24	\$45.00/hr.
Laura Maghoney	DE Coordinator Spring/Summer (June)	General	03/11/24-06/30/24	\$78.90/hr.
Jacob Puckett	Custodian	General	05/16/24-06/30/24	\$16.00/hr.

Volunteer Assignment

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Hugh Stewart	Wellness Counselor (through JFK University MOU)	05/14/24-06/30/24

EMPLOYMENT 2024-2025**Out of Class Assignment**

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Rashmi Bains	Learning Resources Technician II	07/01/24-04/30/25
Karen Mitchell	Senior HR Generalist	07/01/24-04/30/25
Bridget Sarazin	Senior HR Generalist	07/01/24-04/30/25

Short-Term/Temporary/Substitute

<u>Name</u>	<u>Assignment</u>	<u>Fund/Grant</u>	<u>Effective</u>	<u>Amount</u>
Attica Bowden	Adj Instructor & EMT Orientation	General	07/01/24-06/30/25	\$57.74/hr.
Adrian Hairston	Adj Instructor & EMT Orientation	General	07/01/24-06/30/25	\$71.57/hr.
Angel Iqueda	Adj Instructor & EMT Orientation	General	07/01/24-06/30/25	\$76.18/hr.
Ricardo Irizarry	Adj Instructor & EMT Orientation	General	07/01/24-06/30/25	\$57.74/hr.
John Jansen	Adj Instructor & EMT Orientation	General	07/01/24-06/30/25	\$69.35/hr.
Laura Maghoney	DE Coordinator Spring/Summer (July-Aug)	General	7/01/24-08/02/24	\$78.90/hr.
Joseph Torres	Adj Instructor & EMT Orientation	General	07/01/24-06/30/25	\$60.05/hr.
Vincent Webster	Adj Instructor & EMT Orientation	General	07/01/24-06/30/25	\$78.90/hr.

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

TO: Members of the Governing Board

SUBJECT: WARRANTS – APRIL 2024

REQUESTED ACTION:

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

SUMMARY:

4/4/2024	AP Vendor Payments	11125627 - 11125703	\$271,225.67
4/4/2024	CP Vendor Payments	11125704 - 11125705	\$1,612.44
4/4/2024	QC Vendor Payments	11125706	\$11,205.25
4/4/2024	QE Vendor Payments	11125707 - 11125715	\$136,476.39
4/11/2024	AP Vendor Payments	11125716 - 11125789	\$183,020.86
4/11/2024	QD Vendor Payments	11125790 - 11125792	\$47,475.26
4/11/2024	QE Vendor Payments	11125793 - 11125798	\$34,425.41
4/18/2024	AP Vendor Payments	11125799 - 11125855	\$157,527.26

CONTINUED ON NEXT PAGE:

STUDENT SUCCESS IMPACT:

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

<i>Ed. Code: 70902 & 81656</i>	<i>Board Policy: 3240</i>	<i>Estimated Fiscal Impact: \$</i>
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SUPERINTENDENT’S RECOMMENDATION: **APPROVAL** **DISAPPROVAL**
 NOT REQUIRED **TABLE**

Susan Wheat
Vice President, Finance and Administration

PRESENTER’S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7209

TELEPHONE NUMBER

Susan Wheat, Finance and Administration

VICE PRESIDENT APPROVAL

May 3, 2024

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

May 15, 2024

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

SUBJECT: WARRANTS – APRIL 2024

REQUESTED ACTION:

Information OR Approval
 Consent OR Non-Consent

SUMMARY:

4/18/2024	QC Vendor Payments	11125856	\$514.23
4/18/2024	QD Vendor Payments	11125857	\$5,441.50
4/18/2024	QE Vendor Payments	11125858 - 11125863	\$623,629.94
4/25/2024	AP Vendor Payments	11125864 - 11125975	\$360,983.81
4/25/2024	Qe Vendor Payments	11125976 - 11125979	\$1,152,487.26
Total Vendor Payments			\$2,986,025.28

Bank Code Glossary:

AP – General Fund account (Unrestricted and Restricted Funds)
CP – Capital Projects Fund account (Fund 41)
QC – Measure Q Series C account (Fund 42, Series C)
QD – Measure Q Series D account (Fund 42, Series D)
QE – Measure Q Series E account(Fund 42, Series E)
RF – Revolving Fund account (Unrestricted and Restricted Funds)

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

TO: MEMBERS OF THE GOVERNING BOARD

**SUBJECT: PERSONAL SERVICES AGREEMENTS AND CONTRACTS
UNDER \$50,000**

REQUESTED ACTION:

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

CONTRACT SERVICES AGREEMENTS

Finance and Administration
Susan Wheat, Vice President

<u>Name</u>	<u>Description</u>	<u>Effective</u>	<u>Amount</u>
SARS Software Products	Vendor to provide migration services from existing servers to new servers to be completed during a Friday maintenance window. Fees will be 9 hours at \$300 per hour.	05/15/24-06/30/24	Not to Exceed \$2,700.00
Strata Information Group (SIG)	Vendor to provide consulting and DBA services to upgrade the Banner Oracle automatic software application	05/01/24-07/28/24	Not to Exceed \$32,760.00
Trackman Baseball	Vendor to grant a non-exclusive license and non-exclusive rights to use the TrackMan System for the purposes of player development and evaluation of players during practice and games	07/01/24-12/31/24	Not to Exceed \$6,250.00

PERSONAL SERVICES AGREEMENTS

Student Services
Lisa Neeley, Vice President

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Klinger, Dinorah	Vendor to provide music at the Latinx Recognition Ceremony on May 17, 2024.	05/17/24-05/17/24	Not to Exceed \$1,800.00

Susan Wheat
Vice President,
Finance & Administration

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

May 3, 2024
Date Submitted

May 15, 2024
Date Approved

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

TO: MEMBERS OF THE GOVERNING BOARD

SUBJECT: DISPOSITION, TRANSFER OR TRADE-IN OF CAMPUS EQUIPMENT

REQUESTED ACTION:

- Information OR Approval
 Consent OR Non-Consent

In compliance with the 81000 series of the California Education Code for appropriate disposition methods and/or restrictions, staff is requesting approval of authorizing the disposal or transfer of the equipment identified below which are unsatisfactory for retention and no longer suitable for school use.

SUMMARY:

<u>Asset Number</u>	<u>Description</u>	<u>Action</u>	<u>Location</u>	<u>Orig Value</u>
Unknown	Swim 10 Step Ladder	Disposal	Athletics	Unknown
709004307	Profoto Acute D4 Head	Transfer to DeAnza	Liberal Arts	Unknown
709004334	Profoto Acute D4 Head	Transfer to DeAnza	Liberal Arts	Unknown
709008278	Profoto Acute D4 Head	Transfer to DeAnza	Liberal Arts	Unknown
23611	Tractor Model FCG25N6	Trade In	Aeronautics	Unknown
Unknown	Tractor Model FCG25N6	Trade In	1900 Yard	Unknown
Unknown	Tractor Model IT40/112-547463	Trade In	1900 Yard	Unknown

Acceptance of this disposal/transfer is recommended at this time.

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>Government Code:</i>	<i>Board Policy: 3350</i>	<i>Estimated Fiscal Impact: N/A</i>
SUPERINTENDENT'S RECOMMENDATION:	<input checked="" type="checkbox"/> APPROVAL <input type="checkbox"/> DISAPPROVAL <input type="checkbox"/> NOT REQUIRED <input type="checkbox"/> TABLE	

Susan Wheet
Vice President,
Finance & Administration

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

May 3, 2024

Date Submitted

May 15, 2024

Date Approved



Solano Community College District Disposition, Transfer or Trade-In College Equipment

It is requested that the equipment inventory records for the listed equipment be adjusted as follows:

(Check only one)

If you have items that fall into more than one category, please prepare a separate sheet for items in each category.

- Returned to vendor (attach to yellow copy of approved form)
 Transfer to (Location) Bldg. No. _____, Room No. _____
 Lost or stolen (attach copy of theft report form)
 To be sold as surplus
 To be destroyed or broken up for parts
 Trade-in or sale in lieu of trade-in list P.O. number and vendor

Comment:	Donation to Foothill College Photography Program , Los Altos, CA Foothill-DeAnza Community College District - no longer usable for SCC
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Asset No.	Description	For Surplus Items Only	
		Building No.	Room No.
709004307	Profoto Acute D4 Head		
709004334	Profoto Acute D4 Head		
709008278	Profoto Acute D4 Head		

Note: If the item is too destroyed or broken-up for parts it will be taken to the recycle area and will not require pickup by the warehouse, unless so noted on this sheet.

Action Performed by: Sidney Laws - Photo Lab Technician Date 4/26/2004

Division or Organizational Unit: Liberal Arts - Photography

Approved by: *Neil Glines* Date 4-29-24
 Unit Manager or Division Dean

For District Facilities Office Use

For Surplus Items:
 Board authorization to sell _____
 Invoice/receipt number and date _____

Distribution: District Director of Facilities, Duplicate for your files, Fixed Asset Disposition and Trade-in

Distribution: District Director of Facilities, Duplicate for your files, Fixed Asset Disposition and Trade-in

SOLANO COMMUNITY COLLEGE DISTRICT

Disposition, Transfer or Trade-In of College Equipment

It is requested that the equipment inventory records for the listed equipment be adjusted as follows:
(check only one reason)

- Returned to vendor (attach to yellow copy of approved form)
- Lost or stolen (attach copy of theft report form)
- To be sold as surplus
- To be destroyed or broken up for parts
- Trade-in or sale in lieu of trade-in list P.O. number and vendor

Transfer to (location)

Bldg No. Aero and 1900 Room No. _____

Comment The following three forklifts, two TCM forklifts and a Clark IT40 will be picked up for trade in of and purchase of new forklift AF50

Asset No.	Description	For Surplus Items Only	
		Building No.	Room No.
23611	Model FCG25N6 Serial #48802427		Nut Tree Facility
NA	Model FCG20N6 Serial # 48400142		1900 yard
NA	Model IT40 Serial #112-547463		1900 yard

Action Performed by Jeff Lehfeldt Date 4/22/24

Division or Organizational Unit Applied Technology and Business

Approved by  Unit Manager or Division Dean

Distribution :

Original to District Director of Facilities
Duplicate for your files

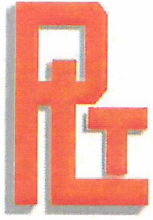
For District Facilities Office Use

For Surplus Items:

Board authorization to sell _____

Invoice/receipt number and date _____

Fixed Asset - 02
8.00



Patterson Lift Trucks, Inc.

975 Industrial Parkway W
Hayward, CA 94544
PH: (510) 582-1133 | FX: (510) 582-7545
EMAIL: sales@pattersonlifttrucks.com



Equipment Quote

Date: April 1, 2024

Quote # T2304

SOLANO COMMUNITY COLLEGE
4000 SUISUN VALLEY ROAD
SUISUN, CA 94585 USA
Jeff Leheldt

Phone No. 707-864-7197

Fax No. 707-864-7142

Email: Jeffery.Lehfeldt@solano.edu

New Unicarriers® AF50, Nomad Internal Combustion Sit-Down

A UniCarriers exclusive, our Nomad® Platinum II Compact is a uniquely versatile option, ideally suited where both indoor and outdoor lift trucks are needed. Its compact chassis provides tight handling and greater maneuverability for inside the warehouse, while solid pneumatic tires deliver reliable performance out in the yard across improved surfaces. Powered by our industrial engines, these rugged lift trucks deliver greater torque and horsepower to satisfy a variety of manufacturing, warehouse, recycling or other indoor/outdoor applications. Available in LP or Dual Fuel (Gas/LP), our fuel management system optimizes engine operation to provide excellent fuel efficiency and reduced CO, HC and NOx exhaust emissions.

KEY FEATURES INCLUDE:

- Load Capacity: 5,000 lb.
- Mast: 3 stage, opti view, 88.4"/193"
- Forks: 42
- Tire Type: Solid Pneumatic
- Sideshift
- Engine: k21

Transmission designed and paired to the GCT K21 by the same engineering team, single handle lift and tilt control lever, optional OptiView® mast and high-visibility carriage, 5-piece componentized overhead guard cuts replacement time by 75%. Fuel-efficient GCT K21 (2.1 liter) electronic fuel injected industrial engines in LP, LPS or dual fuel, among the lowest emissions in the industry and EPA/CARB 2010 Certified, on-board diagnostics accessed through the LCD meter, seat-actuated Operator Presence System, high/low travel speed control option, power/economy controlled acceleration option, simplified LP tank replacement, simple, zero maintenance cushion stability control, dependable three-stage cooling system, innovative powertrain protection system.

Spacious operator compartment, full suspension seat, programmable service reminder, operator PIN access, one-piece, no-tool floorboard & removable side panels, wide engine access. Wide range of options available for chassis, mast and operator compartment.



Equipment delivered may slightly differ from picture.

WARRANTY:



Finance & Lease Options with Monthly Payment

Option #1 - No Finance/Lease Option

Option #2 - No Finance/Lease Option

Sales Price: \$35,999.00

Trade-In 3 units \$150 per unit: -\$450.00

Subtotal: \$35,549.00

8.3800% Sales Tax: \$3,016.72

Grand Total: \$38,565.72

Trade In units are the 2 TCM forklifts and the IT40 Clark

Jake Patterson

Patterson Lift Trucks, Inc.

Company Representative & Title

Date

Quote is valid for 15 days of date

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

TO: Members of the Governing Board

SUBJECT: DONATIONS

REQUESTED ACTION:

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

SUMMARY:

<u>Name & Address</u>	<u>Item & Estimated Value</u>	<u>Receiving Department</u>
Emma Logan 9 Cochrane Way Petaluma, CA 94952	Soldner Clay Mixer \$4,000.00	Liberal Arts

Acceptance of this donation is recommended at this time.

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: Board Policy: 3350 Estimated Fiscal Impact: \$ In Kind Gifts

SUPERINTENDENT'S RECOMMENDATION:

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

Susan Wheet
 Vice President, Finance & Administration

PRESENTER'S NAME

4000 Suisun Valley Road
 Fairfield, CA 94534

ADDRESS

707 864-7299

TELEPHONE NUMBER

Susan Wheet
 Finance & Administration

VICE PRESIDENT APPROVAL

May 3, 2024

**DATE SUBMITTED TO
 SUPERINTENDENT-PRESIDENT**

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

May 15, 2024

**DATE APPROVED BY
 SUPERINTENDENT-PRESIDENT**



DONATIONS TO SOLANO COMMUNITY COLLEGE DISTRICT

Required form to be completed and submitted by individuals who wish to donate goods and/or services to Solano Community College District. Potential donors will receive written notification from the designated District Office of acceptance or non-acceptance of donations. Acceptance of all donations is subject to program applicability and operations, storage, and other factors, at the discretion of the District.

~~PLEASE PRINT LEGIBLY~~

DONOR NAME: Emma Logan TITLE: Adjunct Faculty

BUSINESS/AGENCY NAME: _____ TYPE OF BUSINESS: _____
(If applicable)

ADDRESS: _____ CITY, STATE, ZIP: _____

CONTACT E-MAIL: emma.logan@solano.edu CONTACT TEL.# 415-810-6285

INTENDED RECIPIENT: (School/Dept. Name or Individual Recipient) Solano Community College Art Dept
(Acceptance subject to approval by the District)

TYPE OF DONATION: (check one)

Prospective donations of computers, media equipment, computer supplies, software, and/or other computer or media related materials and/or equipment also require review and pre-approval by the Chief Technology Officer, or designee.

Goods (includes equipment, supplies, materials, other tangibles). Description must include year, make, model and current quality of operation and condition/appearance.

Soldner Clay Mixer

Estimated retail value of these goods: \$ 4000.00

Services (specialized volunteer, other non-employee, vendor or contractor services). Description must include specific type of volunteer or other work or services, names and contact information of donors, and total time to be donated, subject to District approval _____

District support needed/installation or maintenance _____

Cost of maintaining donation _____

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

TO: Members of the Governing Board

**SUBJECT: APPROVAL OF NEW SUPERINTENDENT-PRESIDENT
CONTRACT**

REQUESTED ACTION:

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

SUMMARY:

The Board of Trustees has completed the recruitment and search for the Superintendent-President of Solano Community College and has selected Dr. Kellie Sims Butler. Attached is a copy of the employment contract for Dr. Sims Butler. Board approval for this item 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: Human Resources

<i>Ed. Code:</i>	<i>Board Policy: 2045</i>	<i>Estimated Fiscal Impact: \$265,000 annually plus, benefits cost</i>
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SUPERINTENDENT’S RECOMMENDATION: **APPROVAL** **DISAPPROVAL**
 NOT REQUIRED **TABLE**

Denis Honeychurch, J.D.
Board President

PRESENTER’S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707 864 7112

TELEPHONE NUMBER

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

VICE PRESIDENT APPROVAL

May 3, 2024

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

May 15, 2024
**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

Solano Community College
Employment Contract
Superintendent-President

1. **INTRODUCTION:** This Contract for Employment (“Contract”) is mutually entered into by and between the Solano Community College District (“District”) and Dr. Kellie Sims Butler (hereinafter “Dr. Butler”) pursuant to the provisions of California Education Code section 72411 to establish the terms and conditions for the Board to retain Dr. Butler to provide services as described herein.
2. **POSITION:** Subject to the terms and conditions stated in this Contract, Dr. Butler is employed by the District as the Superintendent-President of the Solano Community College District.
3. **TERM:** The term of this Contract commences effective July 1, 2024, and ends on June 30, 2027. Upon the expiration of this Contract, the District may reemploy Dr. Butler in accordance with Education Code section 72411 and Board Policy No 4850.2(B)(2)(a)(ii). Alternatively, at its discretion and for any reason satisfactory to the Governing Board, the District may choose not to reemploy Dr. Butler in an administrative position beyond the Contract’s expiration date. The District shall notify Dr. Butler of the District’s decision not to reemploy her by one (1) year before the final day of the Contract, which shall constitute the sole and exclusive notice to which Dr. Butler is entitled. In the absence of such notice not to reemploy, Dr. Butler shall be deemed to be reemployed by appointment for one year. Any extension of this contract for a term of more than one (1) year must be in writing. Any oral agreements to the contrary are of no force or effect.
4. **POWERS AND DUTIES:**
 - a. Dr. Butler represents that she is specially trained, experienced, and competent to serve as Superintendent-President, and further satisfies the minimum qualifications applicable for the position of Superintendent/President.
 - b. Dr. Butler shall render full-time service in her position and shall have such powers and exercise such duties as are granted her by the Education Code, other applicable laws and regulations, and requirements and directives of the Governing Board.
 - c. Such acts which may require ratification and approval by the Governing Board shall be referred to the Governing Board at the earliest possible opportunity by Dr. Butler.
 - d. Dr. Butler shall, unless otherwise ordered, serve as Secretary to the Governing Board.
 - e. Dr. Butler, in fulfilling her duties and exercising her powers under this contract, shall act in accordance with all policies officially approved by the Governing Board.
 - f. Dr. Butler shall be expected to perform at the highest professional level of competence the services, duties and obligations required by this Contract, California law, and the rules, regulations and policies of the Board and District.

- g. Dr. Butler shall work in a team relationship with District administrative members in support of the Board.
- h. The Board shall operate at the policy level and shall delegate to the President the authority of the internal management of the institution. The President will provide the Board with appropriate information, in a timely manner, in order that the Board may promulgate policy. The President, as Chief Executive Officer, is responsible for executing policies and implementing identified goals through the day-to-day management of the college. The Board and its individual members agree not to unreasonably interfere with or to usurp the responsibilities of the President.

5. **COMPENSATION AND BENEFITS:**

- a. Salary and Work Days: Dr. Butler shall be paid an annual salary of \$255,000.00 based on 223 duty days of service per year, excluding annual vacation and paid holidays, as determined by a calendar that is mutually agreed upon between Dr. Butler and the Governing Board. Dr. Butler shall ordinarily be paid monthly in twelve equal payments on the last working day of the month. However, if Dr. Butler works for less than 223 days per year, the salary shall be based on a proration of the actual days of service to 223 days. In addition, should Dr. Butler work less than twelve (12) months, she may be paid in either twelve equal installments or for actual months worked.
- b. Salary Increase: Any salary increase, including any cost-of-living adjustment or equitable distribution of any off-schedule increase afforded to the District's management group, may be determined by the Governing Board and/or based upon an annual performance evaluation. Any salary adjustment shall be evidenced by a written amendment, but shall not be considered a new Contract nor an automatic extension of the termination date of the existing Contract.
- c. Doctoral Stipend: Dr. Butler shall be entitled to receive a doctoral stipend at the same rate effective for the District's management group, currently four (4%) percent of base salary. Should the Board determine that the doctoral stipend effective for the District's management group shall be increased or calculated in a different manner, Dr. Butler shall receive the same stipend upon the same effective date.
- d. Benefits: Beginning on the first day of the calendar month after which service to the District first begins, and continuing during the term of this Contract, Dr. Butler and her dependents shall be entitled to receive District-paid medical, vision, and dental insurance subject to the same employee contribution rate effective for the District management group, and Dr. Butler shall be entitled to receive District-paid life insurance coverage under plans currently in effect for District administrators or as subsequently modified, adopted, or implemented in the future.
 - 1) In lieu of District-paid benefits, Dr. Butler may submit a medical benefit waiver request to the District. If approved by the District, Dr. Butler shall be permitted to convert \$1,500 to a tax sheltered annuity plan or receive the money in cash as long as she participates in the IRC 125 Flexible Benefit Plan. Reinstatement to a District health plan is subject to the approval of the carrier.

- 2) Dr. Butler has the option of participating in the continuation of benefits as provided by the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) and the Health Insurance Portability and Accountability Act of 1996 (HIPAA). If Dr. Butler leaves the District after completing ten consecutive years of full-time service, Dr. Butler shall be given the option to continue medical, dental and vision coverage on a self-pay basis through the District until such time as Dr. Butler reaches retirement age provided she pays premiums in advance and subject to provisions of the contracts of the carriers and JPA agreement.
- e. Fund-Raising/Entertainment/Recognitions Allowance: Dr. Butler shall receive, in addition to any salary, an entertainment allowance not to exceed \$5,000 per fiscal year with receipts. District issued credit card may be used as part of the \$5,000.
- f. Professional Development: During the first year of this Contract, the District will provide up to \$20,000 for the Superintendent/President's use in securing consultation and coaching in the areas of executive leadership development, enhanced human capital performance, and support and assistance with effectively dealing with issues arising during the first year. The coaching will focus on supporting and creating consistent and on-going momentum to enhance and strengthen executive organizational capacity and effectiveness consistent with needs for the District.
- g. Remote Access: The District shall provide Dr. Butler with a laptop computer and reasonably necessary accessories that would enable her to remotely access her campus e-mail.
- h. Travel and Transportation: Dr. Butler shall be entitled to reimbursement for the actual reasonable cost of approved travel expenses, including lodging, meals, airplane, railroad, private vehicle travel, registration fees, incidental travel expenses, and actual mileage reasonably incurred at the current IRS mileage rate. Said expenses shall be claimed by Dr. Butler by submitting documentation of expenses actually incurred to the Vice President of Finance and Administration and to the President of the Governing Board. Alternatively, the District may provide Dr. Butler with a District credit card to be used for the actual costs of allowable travel expenses. The Board reserves the right to refuse reimbursement if it determines that expenses were not incurred within the scope of employment, are excessive, or are undocumented.
- i. Temporary Relocation Assistance: For the first six (6) months of this Agreement, the District shall provide Dr. Butler with temporary lodging, which shall be arranged by the District and shall be paid directly from the District to the provider of housing accommodations, in an amount not to exceed \$10,000 during this period.
- j. Employee Retirement Benefits: Employees with ten (10) or more years of service who retire shall have the opportunity of one of the District-paid retirement options listed below. The option chosen at the time of retirement is irrevocable. Dr. Butler and her spouse or registered domestic partner shall be entitled to participate for the time period stated. Dr. Butler and/or her spouse or registered domestic partner must enroll in Medicare upon becoming eligible, and the benefits offered herein shall be coordinated with Medicare.
- 1) Ten (10) years of medical and vision for employee and spouse or registered domestic partner; either ten (10) years of dental for employee and spouse or

registered domestic partner or \$250 per year of service with the District to a maximum of 25 years.

- 2) Eight (8) years of medical for employee and spouse or registered domestic partner with the lowest premiums at the time of retirement, eight (8) years of dental for employee and spouse or registered domestic partner (annual maximum of \$1,500 and no orthodontia coverage) and eight (8) years of vision for employee and spouse or registered domestic partner and \$5,000 payment at the end of the 1st year of retirement.
- 3) Five (5) years of medical, dental and vision for employee and spouse or registered domestic partner and \$10,000 payable to the employee in the 6th and 7th years in \$5,000 installments (at the end of each fiscal year).
- 4) No health and welfare benefits provided but will receive \$20,000 in the 1st through 4th years in \$5,000 installments (at the end of each fiscal year).

The District shall reimburse Dr. Butler for any costs, if any, incurred by Dr. Butler or her spouse or registered domestic partner that result from coordinating benefits with Medicare.

6. **CONDITIONS OF EMPLOYMENT**: This Contract is subject to all applicable laws of the State of California, which are hereby made a part of the terms and conditions of this Contract. In the event the terms of this Contract conflict with any rule of law or regulation of the State of California in force on the effective date of this Contract, the applicable law or regulation shall govern.

It is further expected that the District's Board Policies shall provide guidance, structure and organization to the parties' employment relationship, to the extent said policies are not in conflict with this Contract. The guidelines contained within the Board Policies are neither exclusive nor comprehensive, and the District reserves its exclusive right to review and update, change, amend or terminate its policies at any time for any reason, with or without notice. Except as provided for herein and to the extent applicable, said updates, changes, amendments, or deletions shall be effective at the time implemented.

In the event any provision of the District policies conflicts with this Contract, this Contract shall supersede and the rights and obligations of the parties under this Contract shall govern. A "conflict" includes, but shall not be limited to, any difference in substance or procedure on the same subject matter that is set forth in this Contract. In the event there is any question as to whether any Board Policy is in conflict with this Contract, the District's interpretation of its own policies shall govern.

7. **EVALUATION**: Dr. Butler shall receive a performance evaluation at least once each fiscal year in accordance with the terms of this Agreement and the performance objectives for the term of this Agreement. The Board additionally reserves the right to evaluate Dr. Butler's performance at any time during the term of this Agreement.

The evaluation procedures shall be determined by the Board, in consultation with Dr. Butler. The procedure for evaluation shall be in writing. The evaluation(s) shall be based on the position description and Board approved District goals and objectives in accordance with the procedures outlined in District policies. The performance goals shall be in writing and shall be treated in accordance with all applicable laws.

Dr. Butler shall provide satisfactory or better services in the position of Superintendent/President. The Board, in its sole discretion, reserves the right to assign, reassign and/or prioritize the responsibilities of the position in response to the needs of the District. The Board, in its sole discretion, reserves the right to extend the term of Dr. Butler's Contract by one (1) year after a satisfactory or better performance evaluation. Any Contract extension shall be evidenced by a written amendment.

In the event that the Board determines by majority vote that Dr. Butler's performance is unsatisfactory, the Board shall describe in writing in reasonable detail, areas of unsatisfactory performance, indicating specific instances where appropriate.

The evaluation shall include recommendations for improvement in all areas where the Board deems the performance to be unsatisfactory or in need of improvement. A copy of the written evaluation shall be delivered to Dr. Butler and she shall have ten (10) days to make a written or oral response to the evaluation. The Board shall meet with Dr. Butler in a timely manner to discuss the evaluation.

8. **ADMINISTRATIVE REQUIREMENTS:** Upon assuming her duties, Dr. Butler shall submit evidence of a tuberculosis risk assessment and/or test if required, signed loyalty oath, W-4 form, retirement form, and be fingerprinted within 10 days.
9. **DEFENSE AND INDEMNITY:** Upon the written request of Dr. Butler, the District shall provide for the defense of any civil action or proceeding brought against Dr. Butler by any person or entity other than the District when the civil action or proceeding is based on an act or omission within the scope of Dr. Butler's employment with the District subject to the following:
 - a. Dr. Butler agrees to cooperate with the District and its legal counsel to the extent necessary to provide for the defense.
 - b. The choice of counsel is within the District's discretion.
 - c. The District is required by the Government Code to provide such defense or, when defense is discretionary, the District exercises its discretion to provide for such defense.

However, pursuant to the requirements of Government Code Section 53243 *et seq.*, the District shall be entitled to reimbursement for paid leave/salary, defense funds, and/or severance pay if Dr. Butler is convicted of a crime involving an abuse of her office or position.

10. **SEVERABILITY:** If any term or provision of this Contract shall be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms or provisions of this Contract shall remain in force and effect.
11. **TERMINATION OF CONTRACT:**
 - a. Dr. Butler may terminate this Contract at any time by submitting a written request for resignation or other separation from employment with the District which will be forwarded to the Governing Board for consideration.
 - b. During the term of this Agreement, the grounds and procedures for dismissal from employment or imposition of penalties during the term of this Agreement shall be for

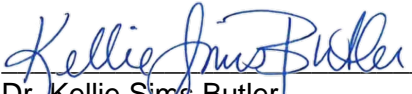
material breach of contract, unsatisfactory evaluation, physical or mental inability to perform, or any ground enumerated in Education Code sections 87732 or 87735.

The District shall not terminate this Agreement, terminate the employment of Dr. Butler, or impose any other penalties during the term hereof unless a written statement of the grounds for termination has first been served upon Dr. Butler. Dr. Butler shall be given a reasonable opportunity to address the concerns raised in the statement of grounds, at her option either in writing or during a meeting with the Governing Board, prior to final Board action on terminating the Agreement, terminating the employment of Dr. Butler with the District, or imposing any other penalties during the term of this Agreement. This shall constitute her exclusive right to due process except as otherwise required by law. Any references to District Policies shall not in any way grant the Superintendent/President due process rights in her administrative position or any other position with the District beyond those set forth in this Contract.

- c. Dr. Butler shall notify the Board President if she is a candidate for employment elsewhere and is invited to an interview. The failure to follow these requirements shall be deemed to constitute a material breach of this Contract, and the District may terminate this Agreement for cause as set forth above.

12. **MAXIMUM CASH SETTLEMENT**: In accordance with Government Code section 53260 and 53621, in the event of a material breach in termination of this Contract, the parties agree that any cash settlement shall not exceed the sums due as total compensation for the unexpired term of this Contract. However, if the unexpired term of the Contract is greater than twelve (12) months, the maximum cash settlement shall be an amount equal to the monthly salary of Dr. Butler multiplied by twelve (12). Any such settlement shall not include any other noncash items except health benefits, which may be continued for the same duration of time as covered in the settlement or until Dr. Butler finds other employment, whichever occurs first.
13. **EXEMPT STATUS**: Dr. Butler is exempt from overtime provisions of District policies and state and federal law.
14. **ENTIRE CONTRACT**: This Contract contains the entire Contract and understanding between the parties, and supersedes any prior agreements entered into between the parties relating to the employment of Dr. Butler. There are no oral or written understandings, terms or conditions, and neither party has relied upon any representation, express or implied, not contained in this Contract. This Contract cannot be changed or supplemented orally. It may only be modified and superseded by a written instrument executed by both of the parties.
15. **NON-WAIVER**: Non-enforcement of, or exceptions made to any portion of this Contract shall not constitute a waiver of that provision of this Contract in the future. Any provision herein may only be waived in writing as an amendment to this Contract. Any such waiver shall, under no circumstances, be deemed a waiver of any other portion of this Contract.
16. **CHOICE OF LAW/VENUE**: This Agreement is drawn to be effective in, and shall be construed in accordance with, the laws of the State of California. Any dispute arising from the terms of this Agreement will be resolved in a forum of competent jurisdiction in Solano County, California.

IN WITNESS WHEREOF, the parties hereto have duly executed this Contract on the dates indicated below.



Dr. Kellie Sims Butler
Superintendent-President
Solano Community College District

5-2-2024

Date

Denis Honeychurch, J.D.
Board President
Solano Community College District

Date

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

TO: Members of the Governing Board

SUBJECT: RESIGNATION TO RETIRE

REQUESTED ACTION:

Information OR Approval
 Consent OR Non-Consent

SUMMARY:

<u>Name</u>	<u>Assignment & Years of Service</u>	<u>Effective</u>
James “Kimo” Calilan	Director, Information Security & Special Projects 16 years 5 months service with SCC	06/30/2024

STUDENT SUCCESS IMPACT:

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

Ed. Code: 24205 Board Policy: 4400 Estimated Fiscal Impact: N/A

SUPERINTENDENT’S RECOMMENDATION:

APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Salvatore Abbate
Human Resources

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

ADDRESS

707-864-7263

TELEPHONE NUMBER

VICE PRESIDENT APPROVAL

May 3, 2024

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

May 15, 2024

**DATE APPROVED B/Y
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

SUBJECT: SUMMER WORK SCHEDULE

REQUESTED ACTION:

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

SUMMARY:

The below summer work schedule options are being presented to the Governing Board for approval. Solano Community College will be open for business Monday through Friday during the 2024 summer session. The District is recommending that departments provide alternate work schedule options to staff so long as the core needs of the District are met. The alternative work schedules must be approved in advance by the department manager and are dependent on department needs and staff availability. The alternate summer schedule will begin June 3, 2024, and end July 26, 2024. The following are the summer schedule options:

- 5/8 schedule (5 days a week, 8 hours a day) – CSEA/Local 39/ALG
- 4/10 schedule (4 days a week, 10 hours a day) – CSEA/Local 39/ALG

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: 88040</i>	<i>Board Policy: N/A</i>	<i>Estimated Fiscal Impact: N/A</i>
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SUPERINTENDENT’S RECOMMENDATION: **APPROVAL** **DISAPPROVAL**
 NOT REQUIRED **TABLE**

Salvatore Abbate
Human Resources

PRESENTER’S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7281

TELEPHONE NUMBER

VICE PRESIDENT APPROVAL

May 3, 2024

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

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

May 15, 2024

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: **Members of the Governing Board**

SUBJECT: **RESOLUTION NO. 23/24-13 RECOGNIZING CLASSIFIED
SCHOOL EMPLOYEE WEEK AT SOLANO COMMUNITY
COLLEGE DISTRICT**

REQUESTED ACTION:

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

SUMMARY:

In recognition of the valuable contributions made by members of the Classified Staff to the educational achievements of Solano Community College District, the Governing Board hereby recognizes May 19-24, 2024, as Classified School Employee Week.

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: 88270</i>	<i>Board Policy: N/A</i>	<i>Estimated Fiscal Impact: N/A</i>
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SUPERINTENDENT’S RECOMMENDATION:	<input checked="" type="checkbox"/> APPROVAL <input type="checkbox"/> DISAPPROVAL <input type="checkbox"/> NOT REQUIRED <input type="checkbox"/> TABLE
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Salvatore Abbate
Human Resources

PRESENTER’S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7281

TELEPHONE NUMBER

VICE PRESIDENT APPROVAL

May 3, 2024

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

May 15, 2024
**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**RESOLUTION RECOGNIZING CLASSIFIED SCHOOL EMPLOYEE WEEK
May 19-24, 2024**

RESOLUTION NO. 23/24-13

WHEREAS, Classified professionals provide valuable services to the institution and students of the Solano Community College District;

WHEREAS, Classified professionals contribute to the establishment and promotion of a positive instructional environment;

WHEREAS, Classified professionals serve a vital role in providing for the welfare and safety of Solano Community College District's students;

WHEREAS, Classified employees of Solano Community College District consistently demonstrate their commitment to high standards and principles of shared governance, higher education, employment, health, safety, and community outreach; and

WHEREAS, Classified professionals employed by the Solano Community College District strive for excellence in all areas relative to the educational community;

THEREFORE, BE IT RESOLVED, That the Solano Community College District hereby recognizes and wishes to honor the contribution of the classified professionals to quality education in the state of California and in the Solano Community College District and declares the week of May 19-24, 2024, as Classified School Employee Week in the Solano Community College District.

PASSED AND ADOPTED, This 15th day of May 2024, by the Governing Board of Solano Community College District of Solano County, California.

DENIS HONEYCHURCH, JD., BOARD PRESIDENT

CELIA ESPOSITO-NOY, Ed.D., SECRETARY

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

TO: Members of the Governing Board
SUBJECT: MEASURE Q BOND SPENDING PLAN UPDATE #27

REQUESTED ACTION:

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

SUMMARY:

The Board is asked to approve the latest revision to the Measure Q Bond Spending Plan (BSP). The BSP requires 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:

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:

Ed. Code: N/A Board Policy: N/A Estimated Fiscal Impact: N/A. Projects are part of the total Measure Q expenditure of \$348,000,000, plus net interest revenues.

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

Lucky Lofton
VP, Facilities and Executive Bonds Manager

PRESENTER’S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 863-7855

TELEPHONE NUMBER

Lucky Lofton
VP, Facilities and Executive Bonds Manager

VICE PRESIDENT APPROVAL

May 3, 2024

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

May 15, 2024

**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 #27

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

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 #11 June 6, 2018
Update #4 January 18, 2017	Update #8 December 20, 2017	Update #12 June 20, 2018
Update #13 July 18, 2018	Update #14 September 5, 2018	Update #15 December 5, 2018
Update #16 February 6, 2019	Update #17 May 1, 2019	Update #18 November 20, 2020
Update #19 March 18, 2020	Update #20 October 7, 2020	Update #21 February 17, 2021
Update #22 November 17, 2021	Update #23 April 20, 2022	Update #24 March 1, 2023
Update #25 August 2, 2023	Update #26 September 6, 2023	

On April 2, 2014 the Board approved a Facilities Master Plan (FMP) and as stated at that time, periodic updates would be required. The Board also adopted the ten-year 2020-2030 updated FMP. This plan accounted for recent updates to the District Strategic Plans as well as State policy changes. The goal of this FMP was to provide focus for both Facilities and the Bond Program over the next ten years. In response to the FMP Update, adopted by the Board on December 2, 2020, various changes to the Bond Spending Plan were recommended to implement the Facilities Master Plan Update 2020. Since the last Bond Spending Plan update on September 26, 2023, project work has proceeded and Series F bonds have been added into the overall Program. These advancements of projects and the inclusion of Series F funding have led to various proposed changes to the current Bond Spending Plan. Bond Spending Plan Update #27 includes the following:

- Increased scope on the Building 1600 Modernization Project.
- Reduction to the planned work for the Career Technology Building (B1800 Mod) Project on the Fairfield Campus. This BSP includes only a study/assessment phase of work.
- Allocation of ADA funds from the BSP ADA Improvements category to the Building 1400 Modernization Project Phase 1, Building 1600 Modernization, and some Small Capital Projects to cover costs of ADA improvements being completed within the scopes of these projects.
- Reduction to the planned work for the Career Technology Building/ECHS Project on the Vallejo Campus. This BSP includes only a study/assessment phase of work.
- Adjustment to the IT Infrastructure Improvements category of the BSP. This adjustment re-sets the total allocation of this BSP category to the original BSP dollar amount. This does not represent a reduction in IT improvements overall, as the majority of the BSP projects have made IT improvements as well.
- Reduction to the Underground Hydronic Chilled & Hot Water Loops as the focus of this Project has been redefined as repairing these loops rather than full replacement of the loops.
- Various adjustments to the Small Capital Projects; ADA Improvements; Planning, Assessments & Program Management; and Reserve & Interest categories have been made to re-balance overall Program spending and to accommodate the full duration of the Measure Q Program.

The Board is asked to approve the proposed revisions as described above and indicated in the Bond Spending Plan Update #27, which follows.



BOND SPENDING PLAN

PROJECT NAME	UPDATE 26		UPDATE 27	
	08/20/14 BOT APPROVED BSP	09/06/2023 APPROVED BSP	05/15/2024 PROPOSED REVISION	05/15/2024 PROPOSED BSP
FF CAMPUS	\$ 87,800,000	\$ 90,706,643		\$ 85,628,693
Performing Arts Building (Phase 1 B1200 Renovation)	\$ 6,200,000	\$ 6,229,718	\$ -	\$ 6,229,718
Science Building (Phase I)	\$ 33,100,000	\$ 35,005,734	\$ -	\$ 35,005,734
Agriculture (Horticulture)	\$ 2,000,000	\$ 1,348,467	\$ -	\$ 1,348,467
Library/Learning Resource Center	\$ 21,800,000	\$ 23,097,573	\$ -	\$ 23,097,573
Building 300 (Science & Math Building Phase 2)	\$ 8,000,000	\$ 2,992,000	\$ -	\$ 2,992,000
Performing Arts Building (Phase 2)/Costume Shops	\$ 13,700,000	\$ 33,151	\$ -	\$ 33,151
Building 1600 Modernization	\$ -	\$ 10,000,000	\$ 500,000	\$ 10,500,000
Career Technology Building (B1800 Mod)	\$ 3,000,000	\$ 6,000,000	\$ (5,600,000)	\$ 400,000
Modernization B1400 (includes kitchen mod)	\$ -	\$ 2,000,000	\$ 22,050	\$ 2,022,050
Early Learning Center Expansion	\$ -	\$ 4,000,000	\$ -	\$ 4,000,000
VV CAMPUS	\$ 80,200,000	\$ 47,309,138		\$ 47,309,138
VV Classroom Building Purchase & Renovation	\$ 8,200,000	\$ 7,247,624	\$ -	\$ 7,247,624
VV Annex HVAC/Roof Upgrade	\$ -	\$ 2,697,000	\$ -	\$ 2,697,000
Biotechnology & Science Building	\$ 28,000,000	\$ 33,315,666	\$ -	\$ 33,315,666
Aeronautics & Workforce Development Building	\$ 15,000,000	\$ 1,898,543	\$ -	\$ 1,898,543
Student Success Center/LRC	\$ 22,000,000	\$ -	\$ -	\$ -
Fire Training	\$ 7,000,000	\$ -	\$ -	\$ -
Vacaville Center HVAC Upgrade	\$ -	\$ 2,150,306	\$ -	\$ 2,150,306
VJ CAMPUS	\$ 80,200,000	\$ 42,536,954		\$ 37,836,954
Vallejo Prop Purchase Belvedere	\$ 4,800,000	\$ 4,794,343	\$ -	\$ 4,794,343
Autotechnology Building	\$ 19,600,000	\$ 23,735,961	\$ -	\$ 23,735,961
Site Improvements	\$ 5,100,000	\$ -	\$ -	\$ -
Vallejo Prop Purchase Northgate	\$ 6,800,000	\$ 6,871,471	\$ -	\$ 6,871,471
Student Success Center/LRC	\$ 22,000,000	\$ -	\$ -	\$ -
Career Technology Building/ECHS	\$ 21,900,000	\$ 5,000,000	\$ (4,700,000)	\$ 300,000
Vallejo Center HVAC Upgrade	\$ -	\$ 2,135,178	\$ -	\$ 2,135,178
INFRASTRUCTURE IMPROVEMENTS	\$ 37,800,000	\$ 77,562,170		\$ 76,416,170
IT Infrastructure Improvements	\$ 14,000,000	\$ 14,646,000	\$ (646,000)	\$ 14,000,000
Utility Infrastructure Upgrade (Energy)	\$ 23,800,000	\$ 24,671,331	\$ -	\$ 24,671,331
Solar Energy (5 Megawatt Solar Installation)	\$ -	\$ 14,000,000	\$ -	\$ 14,000,000
Replacement Substations 3 and 4	\$ -	\$ 8,019,839	\$ -	\$ 8,019,839
Replacement Substations 5	\$ -	\$ 1,500,000	\$ -	\$ 1,500,000
Pool Deck Replacement	\$ -	\$ 1,225,000	\$ -	\$ 1,225,000
Central Plant Replacement	\$ -	\$ 12,500,000	\$ -	\$ 12,500,000
Underground Hydraulnic Chilled & Hot Water Loops	\$ -	\$ 1,000,000	\$ (500,000)	\$ 500,000
ADA & CLASSROOM IMPROVEMENTS	\$ 19,200,000	\$ 40,809,937		\$ 50,926,506
Small Capital Projects	\$ 8,300,000	\$ 33,034,147	\$ 10,696,599	\$ 43,730,746
ADA Improvements	\$ 10,900,000	\$ 7,775,790	\$ (580,030)	\$ 7,195,760
PLANNING, ASSESSMENTS & PROGRAM MGMT	\$ 25,400,000	\$ 53,531,570		\$ 55,322,551
Includes Program Management, Project PM/CM Services, District Staff, Professional Services, Assessments, Education Master Plan, Facilities Master Plan, District Standards & Updates, Bond Issuance	\$ 25,400,000	\$ 53,531,570	\$ 1,790,981	\$ 55,322,551
RESERVE & INTEREST*	\$ 17,400,000	\$ 3,554,672		\$ 3,906,400
Program Reserve (5%)	\$ 17,400,000	\$ 2,900,154	\$ 329,443	\$ 3,229,597
Treasury Fees (12/31/23)	\$ -	\$ 654,518	\$ 22,285	\$ 676,803
TOTAL BOND SPENDING PLAN	\$ 348,000,000	\$ 356,011,084		\$ 357,346,412
Bond Interest Earned (12/31/23)		\$ -	\$ -	\$ -

LEGEND:

No Color - Closed Projects

Yellow Color - Projects in Progress

Green Color - Future Projects

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: CONTRACT AWARD TO MURRAY BUILDING, INC. FOR
CONSTRUCTION SERVICES FOR THE CAMPUS-WIDE
INTERIOR REFRESH (PHASE 1) PROJECT

REQUESTED ACTION:

- Information OR Approval
 Consent OR Non-Consent

SUMMARY:

Board approval is requested for award of a contract to Murray Building, Inc. for the Campus-Wide Interior Refresh (Phase 1) Project. This project consists of the full modernization of restrooms in Buildings 700 and 1500 on the Fairfield Campus. The work also includes DSA (Division of the State Architect) Path of Travel upgrades, District standard signage at all restrooms, and replacement of current drinking fountains.

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: Renovate instructional space and update equipment.

Ed. Code: NA Board Policy: NA Estimated Fiscal Impact: \$895,000.00 Measure Q Funds

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Lucky Lofton
V.P., Facilities and Executive Bonds Manager

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 863-7260

TELEPHONE NUMBER

Lucky Lofton
V.P., Facilities and Executive Bonds Manager

VICE PRESIDENT APPROVAL

May 3, 2024

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

May 15, 2024

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AWARD TO MURRAY BUILDING, INC. FOR
CONSTRUCTION SERVICES FOR THE CAMPUS-WIDE
INTERIOR REFRESH (PHASE 1) PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

Sealed bids for this project were due on May 1, 2024. The District received a total of four (4) bids for the Campus-Wide Interior Refresh (Phase 1) Project.

Bids received were as follows;

<u>CONTRACTOR</u>	<u>BASE BID</u>	<u>TOTAL BID AMOUNT*</u>
Murray Building, Inc.	\$ 845,000.00	\$ 895,000.00
Arthulia, Inc.	\$ 850,000.00	\$ 900,000.00
Saboo, Inc.	\$ 1,678,860.00	\$ 1,728,860.00
Swierstok Enterprise Inc. dba Pro Builders	\$ 928,000.00	\$ 978,000.00

*Total Bid Amount includes a \$50,000 Owners Allowance.

It was determined that Murray Building, Inc. submitted the lowest responsible and responsive Base Bid. It is recommended that the Board award a contract to Murray Building, Inc. for the Total Bid Amount of \$895,000.00.

The agreement is available online at <https://welcome.solano.edu/measureq/approved-contracts/>

DOCUMENT 00 51 00

NOTICE OF AWARD

Dated: **MAY 15th, 2024**

To: **MURRAY BUILDING, INC.**
(Contractor)

1181 BROADWAY, SONOMA, CA 95476
(Address)

From: Governing Board ("Board") of the Solano Community College District ("District")

Re: **Campus-Wide Interior Refresh (Phase I) Project, No. 25-003** ("Project").

Contractor has been awarded the Contract for the above referenced Project on May 15th, 2024, by action of the District's Board.

The Contract Price is EIGHT HUNDRED NINETY-FIVE THOUSAND DOLLARS AND 00/100 (\$ 895,000.00), and includes an OWNER'S ALLOWANCE.

You must comply with the following conditions precedent within **SEVEN (7)** calendar days of the date of this Notice of Award.

The Contractor shall execute and submit the following documents by 5:00 p.m. of the **SEVENTH (7th)** calendar day following the date of the Notice of Award.

- a. Agreement: To be executed by successful Bidder. Submit three (3) copies, each bearing an original signature.
- b. Escrow of Bid Documentation: This must include all required documentation. See document titled Escrow Bid Documentation for more information.
- c. Performance Bond (100%): On the form provided in the Contract Documents and fully executed as indicated on the form.
- d. Payment Bond (Contractor's Labor & Material Bond) (100%): On the form provided in the Contract Documents and fully executed as indicated on the form.
- e. Insurance Certificates and Endorsements as required.
- f. Workers' Compensation Certification.
- g. Prevailing Wage and Related Labor Requirements Certification.
- h. Disabled Veteran Business Enterprise Participation Certification.
- i. Drug-Free Workplace Certification.

- j. Tobacco-Free Environment Certification.
- k. Hazardous Materials Certification.
- l. Lead-Based Materials Certification.
- m. Sex Offender Registration Act Certification.
- n. Registered Subcontractors List: Must include Department of Industrial Relations (DIR) registration number of each subcontractor for all tiers.

Failure to comply with these conditions within the time specified will entitle District to consider your bid abandoned, to annul this Notice of Award, and to declare your Bid Security forfeited, as well as any other rights the District may have against the Contractor.

After you comply with those conditions, District will return to you one fully signed counterpart of the Agreement.

SOLANO COMMUNITY COLLEGE DISTRICT

BY: _____

NAME: _____

TITLE: _____

END OF DOCUMENT

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

TO: Members of the Governing Board

**SUBJECT: MEASURE Q BOND PROJECT INITIATION –
 REPLACEMENT SUBSTATION #5**

REQUESTED ACTION:

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

SUMMARY:

Board approval is requested for initiation of the Replacement Substation #5 Project. Work done as part of this project includes replacement/upgrade of Substation #5 and associated system components/connections. It is anticipated that the scope of work on this project will allow the District to modernize its failing/aging electrical distribution equipment in order to provide a more reliable and modernized power production and distribution system.

On December 2, 2020, the Board approved the 2020 Facilities Master Plan, which included the need to upgrade/replace several substations. This project will address Substation #5 and the associated system components/connections. The Board is asked to approve the initiation of the Replacement Substation #5 Project as described in the attached Project Initiation Form.

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: N/A Board Policy: N/A Estimated Fiscal Impact: N/A

SUPERINTENDENT’S RECOMMENDATION:

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

Lucky Lofton
 VP, Facilities and Executive Bonds Manager

PRESENTER’S NAME

4000 Suisun Valley Road
 Fairfield, CA 94534

ADDRESS

(707) 863-7855

TELEPHONE NUMBER

Lucky Lofton
 VP, Facilities and Executive Bonds Manager

VICE PRESIDENT APPROVAL

May 3, 2024

**DATE SUBMITTED TO
 SUPERINTENDENT-PRESIDENT**

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

May 15, 2024

**DATE APPROVED BY
 SUPERINTENDENT-PRESIDENT**



**SOLANO CCD CAPITAL IMPROVEMENT PROGRAM
Project Initiation Form**

Campus:	Fairfield	Date:	05/15/24
Building Name(s):	N/A	Project No.:	TBD
Project Name:	Replacement Substation #5		
Project Scope:	<u>This project will address aging Substation #5 and the associated system components/connections. It is anticipated that the scope of work on this project will allow the District to modernize its failing/aging electrical distribution equipment in order to provide a more reliable and modernized power production and distribution system. The project includes the following components: design and construction.</u>		
Project Cost Estimate:	\$ 1,500,000	Building Square Footage:	N/A
Construction Cost Estimate:	\$ 1,050,000	Construction Cost/Sq. Ft.:	N/A
Funding Source(s):	Measure Q Bond Funds		
Design Consultant:	To-Be-Determined		
Design Start Date:	November 2024		
Construction Start/End Schedule:	September 2025 / December 2025		
Delivery Method:	Design Bid Build		
Comments:	<u>Project is part of the September 6, 2023 Board approved Measure Q Bond Spending Plan.</u>		
KCEM Project Manager	Noe Ramos		
Submitted by:	<p align="center">Priscilla Meckley Program Director, Kitchell CEM</p>		
PROJECT AUTHORIZATION			
	<p align="center">Priscilla Meckley Program Director Kitchell CEM</p>		<p align="center">Lucky Lofton VP, Facilities & Executive Bonds Manager Solano Community College District</p>

PLEASE NOTE: This PIF (Project Initiation Form) is provided at the onset of a large stand-alone project or for a bond spending plan category when a new tranche is established. This form summarizes the overall intent for the project or bond spending plan category prior to the start of the work. It is expected that (after initiation) scope, schedule and budget will likely change as the work is done. This PIF is not resubmitted to reflect these changes, if and when they occur, as Board of Trustees are informed of and take action upon (per policy and procedures) project and program work as it progresses.

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

TO: Members of the Governing Board

SUBJECT: DISTRICT STANDARDS REVISIONS

REQUESTED ACTION:

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

SUMMARY:

Periodically, revisions to the District Standards are brought forward to the Board for review and approval. At this time the Board is requested to authorize acceptance of revisions to the Solano Community College 2013 Facilities Master Plan, Book 2: District Standards, which was approved on April 2, 2014, with revisions approved on February 18, 2015, March 16, 2016, February 21, 2018, and March 20, 2019.

During the design and construction of District projects, as well as during regular maintenance and operations of buildings and facilities, revisions and/or additions to the District Standards are identified and recorded on logs, and in meeting minutes, correspondences and other forms of written documents.

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: N/A</i>	<i>Board Policy: N/A</i>	<i>Estimated Fiscal Impact: N/A</i>
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SUPERINTENDENT’S RECOMMENDATION:	<input type="checkbox"/> APPROVAL	<input type="checkbox"/> DISAPPROVAL
	<input type="checkbox"/> NOT REQUIRED	<input type="checkbox"/> TABLE

Lucky Lofton
V.P., Facilities and Executive Bonds Manager

PRESENTER’S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 863-7855

TELEPHONE NUMBER

Lucky Lofton
V.P., Facilities and Executive Bonds Manager

VICE PRESIDENT APPROVAL

May 3, 2024

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

May 14, 2024

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

SUBJECT: DISTRICT STANDARDS REVISIONS

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

There have also been supplemental Standards developed beyond the Solano Community College 2013 Facilities Master Plan, Book 2: District Standards including:

- Telecom Standards *(last updated October 2016)*
- Interior Signage *(last updated March 2016)*
- Program Level FF&E (Fixed Furniture and Equipment) Guidelines for External Design Consultants *(last updated February 2018)*
- Electronic Access Control System and Door Lock Standards *(last updated April 2019)*
- Assisted Listening System Standards *(last updated April 2019)*
- Wayfinding Signage *(last updated June 2020)*

In June 2023, a Request for Proposals (RFP) was issued to the District’s Architectural Consultant Pool and several other firms known to have Standards work in their portfolios. This RFP process led to the hiring of Aedis Architects, one of the District’s Architectural Pool consultants. Along with their team of subconsultants including engineering disciplines of civil, structural, mechanical and plumbing, electrical, acoustics, and landscape architecture; and working collaboratively with District administration/staff and the Bond Program Manager, Kitchell, the suite of Standards was reviewed and revised. This process began in September 2023 and resulted in a draft Standards revision in March 2024.

District Standards are important as they have the following primary impacts:

- Increased efficiency, effectiveness, and innovation for designers, faculty, students, and staff,
- Improved safety,
- Better buildings and spaces through higher quality design and construction, and easier maintenance and operations,
- Lower operations and maintenance costs,
- Lower design service costs on every project, and
- Reduced errors, oversights and risks associated with design and construction.

Before beginning the revisions process, the following goals were established for this major update to the Standards:

- More user-friendly, concise and meaningful *(saves money)*,
- Greater focus on quality requirements and flexibility in how standards are implemented *(better buildings/spaces and more innovative/creative spaces)*,

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

TO: Members of the Governing Board

SUBJECT: DISTRICT STANDARDS REVISIONS

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

- Incorporate lessons learned from previous projects (*better quality buildings/spaces and saves time/money*),
- Update outdated product information (*reduces costs and saves time*),
- Identify and fill gaps (*reduces risks, errors and oversights*), and
- Make document easier to update and maintain (*saves money and time/leads to better buildings/spaces*).

The primary changes to the Standards include:

- Organized in a more common designer-friendly format
 - Part 1 – Design Standards (*Purpose and Intent, Sustainability Goals, Scoping, Site Design Standards, Security Standards, Space Descriptions and Signage and Wayfinding*),
 - Part 2 – Technical Standards (*in CSI - Construction Specifications Institute - format*), and
 - Part 3 – Appendices (*District Standards Waiver Form, Site Standard Details for Construction, Exterior Wayfinding Standards, Interior Sign Standards, and Program Level FF&E Guideline*).
- Updated to reflect current code requirements / future direction of code (*i.e., move towards electrification*),
- Some key additions:
 - Quality-based performance standards for Acoustics,
 - EV (*Electric Vehicle*) and PV (*Photovoltaic*) Panel/Battery Storage industry best practices,
 - Sustainability goals all in one central location and addressed those created by Chancellor’s Office, and
 - Structural sections previously not included now added (*i.e., concrete, wood*).

The previous Standards were quite robust. Only 5% - 10% of the material contained within this Standards revision is new. The balance of the Standards’ contents was not changed. The full draft Standards document can be found at:

<https://aedisarchitects.sharefile.com/d-s6c4cde1de03749f69b35ad4b3eb49664>

The Board is asked to approve the revisions made as a result of this significant update process.

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AWARD TO OPTIMA INSPECTIONS
INCORPORATED FOR PROJECT INSPECTION SERVICES
FOR THE FAIRFIELD CAMPUS BUILDING 300
MODERNIZATION PROJECT**

REQUESTED ACTION:

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

SUMMARY:

Board approval is requested to award a professional services contract to Optima Inspections Incorporated for Division of State Architect (DSA) Project Inspection Services for the Building 300 Modernization Project on the Fairfield Campus. The scope of work includes providing onsite inspections of all construction and all administrative documentation as required by DSA.

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: Renovate instructional space and update equipment.

<i>Ed. Code: NA</i>	<i>Board Policy: NA</i>	<i>Estimated Fiscal Impact: \$50,000 Measure Q Funds</i>
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SUPERINTENDENT'S RECOMMENDATION: **APPROVAL** **DISAPPROVAL**
 NOT REQUIRED **TABLE**

Lucky Lofton
V.P., Facilities and Executive Bonds Manager

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 863-7260

TELEPHONE NUMBER

Lucky Lofton
V.P., Facilities and Executive Bonds Manager

VICE PRESIDENT APPROVAL

May 3, 2024

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

May 15, 2024

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

AGENDA ITEM 13.(i)
MEETING DATE May 15, 2024

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AWARD TO OPTIMA INSPECTIONS
INCORPORATED FOR PROJECT INSPECTION
SERVICES FOR THE FAIRFIELD CAMPUS BUILDING
300 MODERNIZATION PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

Proposals were solicited from all firms in the Board Approved DSA Project Inspector Services Pool. The District received a total of three (3) proposals. Based on qualifications and the proposed scope of work, Optima Inspections Incorporated's proposal is considered to be the best value for this Project.

The Board is asked to approve a professional services contract for Optima Inspections Incorporated in the amount not to exceed \$50,000.

The agreement is available online at <https://welcome.solano.edu/measureq/approved-contracts/>

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AWARD TO TYR INC. FOR PROJECT
INSPECTION SERVICES FOR THE CAMPUS-WIDE
INTERIOR REFRESH (PHASE 1) PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

Proposals were solicited from all firms in the Board Approved DSA Project Inspector Services Pool. The District received two (2) proposals. Based on qualifications and the proposed scope of work, TYR Inc.'s proposal is considered to be the best value for this Project.

The Board is asked to approve a professional services contract for TYR Inc. in the amount not to exceed \$77,880.

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

SYSTEMWIDE CLINICAL AFFILIATION AGREEMENT

This SYSTEMWIDE CLINICAL AFFILIATION AGREEMENT (this “**Agreement**”) is made and entered into as of the Effective Date defined below, by and between Adventist Health System/West, a California nonprofit religious corporation dba Adventist Health on behalf of itself and its Affiliates (“**Adventist Health**”), and Solano Community College, an educational institution (“**School**”). Adventist Health and School are sometimes referred to in this Agreement as a “**Party**” or, collectively, as the “**Parties.**”

(A)	School’s Legal Name: Solano Community College Address for notices: 4000 Suisun Valley Road Fairfield, CA 94534 With a copy to: Notices shall comply with Section 7.14	(“ School ”)
(B)	Adventist Health: Address for notices: 1 Adventist Health Way Roseville, CA 95661 Attn: Director, Clinical Practice & Education With a copy to: Adventist Health System/West 1 Adventist Health Way Roseville, CA 95661 Attn: Office of General Counsel Notices shall comply with Section 7.14	(“ Adventist Health ”)
(C)	Term Length: <input type="checkbox"/> 1 year <input type="checkbox"/> 2 years <input checked="" type="checkbox"/> 3 years	(“ Term ”)
(D)	Effective Date: The last date signed below.	(“ Effective Date ”)
(E)	The following attached Exhibits are an integral part of this Agreement: Exhibit A: Training Sites Exhibit 1.1: Education Program Profile Form Exhibit 1.15: Background Checks and Health Screening Process Exhibit 1.26(a)(i): Student Confidentiality Statement Exhibit 1.26(a)(ii): Student Declaration of Responsibilities Exhibit 3.3: Student-Employee Educational Training Agreement	

The Parties have executed this Agreement as of the Effective Date.

Adventist Health System/West dba Adventist Health By: _____ Name: _____ Title: _____ Date: _____	School Solano Community College By: _____ Name: David Williams, Ph.D. Title: Vice President, Academic Affairs Date: _____
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SYSTEMWIDE CLINICAL AFFILIATION AGREEMENT

Recitals

A. Adventist Health has Affiliate entities in California, Hawaii, and Oregon provided in **Exhibit A** (each a “**Training Site**,” and collectively, the “**Training Sites**”). For purposes of this Agreement, “**Affiliate**” shall mean any entity that directly or indirectly, is controlled by, or is under common control with Adventist Health.

B. School provides and conducts various educational and/or academic programs (“**Program(s)**”) for its students (each a “**Student**” or, collectively, “**Students**”), and such Program(s) require clinical and/or non-clinical experience so that the Student(s) can fulfill an academic requirement (collectively, the “**Field Experience**”).

C. Adventist Health desires to provide Field Experience for Students at Training Site(s).

D. This Agreement voids and supersedes all prior agreements (“**Superseded Agreements**”) between School and Adventist Health or any Training Site. The Parties agree that all Students participating in a currently active Field Experience under Superseded Agreements are automatically transferred to this Agreement and shall remain active and subject to the terms and conditions of this Agreement as of the Effective Date.

In consideration of these recitals and the terms and conditions below, the Parties agree as follows:

Article 1

School’s Obligations

1.1 Site Program. School shall be responsible for the implementation and operation of the Field Experience component of its Program at Training Site (“**Site Program**”), which Site Program shall be approved in advance by submitting a completed Educational Program Profile (“**EPP**”) form in **Exhibit 1.1** to the Training Site. School’s responsibilities shall include, but not be limited to, the following: **(a)** orientation of Students to the Field Experience at Training Site; **(b)** coordination with Training Site for training on the electronic health record system in use at the Training Site; **(c)** provision of classroom theory and practical instruction to Students prior to their Field Experience assignments at Training Site; **(c)** preparation of Student assignments and rotation plans for each Student and coordination of same with Training Site; **(d)** continuing oral and written communication with Training Site regarding Student performance and evaluation, absences and assignments of Students, and other pertinent information; **(e)** participation, with the Students, in Training Site's quality assurance and related programs; and **(f)** performance of such other duties as may from time to time be agreed to between School and Training Site. The Parties acknowledge and intend that there is no promise that all Students will be accepted to the Site Program and that there is no promise that those Students who are initially accepted and later denied before they start the Site Program will participate.

1.2 Program Participants. All Students, faculty, employees, agents, and representatives of School participating in the Site Program while on Training Site’s premises (collectively, the “**Program Participants**”) shall be accountable to Training Site’s administrator. School shall advise Program Participants of: **(a)** the terms of this Agreement; and **(b)** the requirement to comply with the terms of this Agreement. However, the Parties intend that Program Participants shall have no contract rights, third party beneficiary rights, promissory estoppel rights, equitable rights, unjust enrichment rights, or any other rights under this Agreement.

1.3 Program under Jurisdiction of School. Any Site Program that is covered under this Agreement is an educational and/or academic Program of the School and not one of Adventist Health. Accordingly, any Student participating in the Site Program is under the exclusive jurisdiction of the School. Notwithstanding the foregoing, the time, place, and subject matter of all educational activities, including any plans for such activities, is subject to the approval of the Training Site. School shall advise Students of the requirement to: **(a)** do nothing detrimental to the Training Site's patients; and **(b)** observe and comply with the rules and regulations of Training Site.

1.4 Primary Contact. School shall designate a primary contact and an alternate contact who shall coordinate with Adventist Health in the planning, development, implementation, and coordination of the Program(s) to be provided to the Students (collectively, the “**School Contact**”). The Parties shall communicate and make periodic evaluations regarding changes or issues involving staff, curriculum, policies, and/or procedures.

1.5 Application of Agreement to Program(s). The School Contact shall determine in advance with the AH Contact (as defined in Section 2.7) from time to time during the term of this Agreement as to which Program(s) provided by the School are included under this Agreement. The Parties shall separately document such information in the EPP.

1.6 Preliminary Information. When it is determined between the Parties as to which Program(s) shall be conducted at a Training Site as the Site Program, the School and the Training Site shall agree before the beginning of that particular Field Experience upon the following: **(a)** the location(s) and/or the clinical care unit(s) where the training will occur; **(b)** the number and identity of the Student(s) participating in the training for the particular Site Program; and **(c)** the period of time for each Student’s training, including without limitation date of arrival and date of completion. The Parties shall each separately document such information.

1.7 Supervision. School is responsible for Student while at Training Site. School supervises the Program(s), including but not limited to academic evaluations and grading.

1.8 Accreditation. School shall maintain all appropriate accreditations for its Program(s), including without limitation:

(a) Regional or National Institutional accreditation by a U.S. accrediting body recognized by the United States Department of Education and authorized to grant institutional accreditation.

(b) Programmatic accreditation, when such exists, by a U.S. accrediting body appropriate to the profession and/or health care specialty for each Program.

(i) If requested by Adventist Health, School shall deliver each year to AH Contact an electronic copy of School’s annual report as filed with its programmatic accreditor and shall do so no later than 45 days after School’s due date for filing said annual report.

(ii) School shall further deliver to AH Contact electronic copies of any written communication by and between School and its programmatic accreditor that pertains to changes in approval status, citations, sanctions, directives to suspend, limit or cease future enrollments, directives to improve or the assignment of progress reports within 45 days of School’s sending or receipt of same.

(c) Appropriate State licensing and credentials of its entities and employees, as applicable, and shall, upon Adventist Health’s request, furnish additional evidence of such accreditation, licensing and/or credentials.

1.9 Student/Instructor Contact Information. School shall complete and send to the Training Site a profile for each Student enrolled in the Program(s) (and, if applicable, each Instructor employed by the School), which shall include the Student’s/Instructor’s name, address, and telephone number prior to the beginning of the planned Field Experience. Adventist Health reserves the right to develop, implement, and require an online registration system, which School and/or Student(s) may use to enter the above and additional information including without limitation email address, job experience, credentials, and attestation.

1.10 Schedule of Assignments. School shall notify the Training Site of its requested schedule of Student assignments and/or any changes in Student assignments, including the name of the Student, level of academic preparation, date of arrival, and length and dates of the Field Experience at least 30 days prior to the planned Field Experience. This schedule shall be subject to Training Site’s approval.

1.11 Qualification and Approval. Only Students who have satisfactorily completed the pre-Field Experience didactic portion of the Site Program, which is prerequisite to the Field Experience, may

participate in the Field Experience. The number of Students to participate in the Field Experience at any time is subject to Training Site's prior written approval. This notwithstanding, the Parties make no promise that Students are guaranteed participation in the Field Experience.

1.12 Planning and Educational Objectives. School shall plan the educational Site Program and shall provide to AH Contact a copy of the Site Program and/or unit-specific learning and/or performance objectives and skills checklist as appropriate for the training, plus a copy of the appropriate clinical program handbook. School shall also provide assurance that Students are prepared to meet such objectives.

1.13 Records. School shall maintain all attendance and academic records and reports of the Student(s) participating in the Program(s), and, if applicable, personnel records for its Instructor(s), in accordance with all legal requirements, for at least 5 years.

1.14 Rules and Regulations. School shall enforce rules and regulations governing the Student(s). School shall advise Students of the requirement to comply with the Adventist Health's policies and procedures, rules and regulations, including without limitation preservation of confidentiality with respect to all patient related information accessed and/or acquired in the course of the Field Experience.

1.15 Health Policy. In accordance with Adventist Health's policies and, for Oregon Training Sites, Oregon Administrative Rules OAR 409-030-0100 to 409-030-0250, School, in collaboration with Program Participants, shall provide to Training Site, at least 30 days prior to Program Participants' arrival at the Training Site, proof that such Program Participants meet the health screening requirements set forth in **Exhibit 1.15**. School shall notify Training Site prior to a Program Participant's arrival at the Training Site if the Program Participant does not meet the health screening requirements and/or is a known carrier of an infectious or communicable disease. If such information reasonably suggests that patients, employees, volunteers, or guests of the Training Site may be placed at risk by the presence of a Program Participant, Training Site reserves the right to refuse to allow such Program Participant to participate in the Field Experience at the Training Site. Adventist Health is not responsible for providing health screening services/tests for Program Participants.

1.16 OSHA Compliance. School shall ensure that Program Participants comply with the final regulations issued by the Occupational Safety and Health Administration governing employee exposure to bloodborne pathogens in the workplace under Section VI(b) of the Occupational Safety and Health Act of 1970, which regulations became effective March 6, 1992, and as may be amended or superseded from time to time, including, but not limited to accepting the same level of responsibility as "the employer" would have to provide all employees with **(a)** information and training about the hazards associated with blood and other potentially infectious materials, **(b)** information and training about the protective measures to be taken to minimize the risk of occupational exposure to bloodborne pathogens, **(c)** training in the appropriate actions to take in an emergency involving exposure to blood and other potentially infectious materials, and **(d)** information as to the reasons the employee should participate in hepatitis B vaccination and post-exposure evaluation and follow-up. School's responsibility with respect to the regulations also shall include the provision of the hepatitis B vaccination or documentation of declination in accordance with the regulations.

1.17 Damaged Equipment or Property. School shall be responsible for any damage to Adventist Health equipment or property resulting from the negligence of any Program Participant.

1.18 Surgical/TB Respirator Mask Fit Testing. School shall conduct Surgical/TB Respirator Mask Fit Testing ("**Mask Fit Test**") according to Adventist Health policy for Students participating in the Program at Training Site, and a copy of the Mask Fit Test results shall be sent to Training Site 2 weeks prior to the Program rotation start date. School shall conduct Mask Fit Test at least once a year or as otherwise required by Adventist Health. If School is unable to provide Mask Fit Test, School shall coordinate with Training Site or an appropriate third party to perform Mask Fit Test before Students participate in Site Program.

1.19 Bloodborne Pathogen Training. School shall ensure that each Student assigned to Training Site has received training in blood and body fluid standard precautions consistent with the U.S. Centers for Disease Control and Prevention Guidelines prior to any observation period or participation in any Field Experience. School shall provide Training Site documentation of such training upon request.

1.20 COVID-19. The Parties are aware of and informed about the hazards currently known to be associated with the novel coronavirus referred to as COVID-19. The Parties are familiar with and informed about the Centers for Disease Control and Prevention (“**CDC**”) current guidelines regarding COVID-19 as well as applicable federal, state, and local governmental directives regarding COVID-19. Each Party, to the best of its knowledge and belief, complies with the current CDC guidelines and applicable governmental directives. If the current CDC guidelines or applicable governmental directives are modified, changed, or updated, each Party will take steps to comply with the modified, changed or updated guidelines or directives. If a Party becomes aware that it is not in compliance with CDC guidelines or an applicable governmental directive, it will notify the other Party of that fact and take appropriate steps to become compliant.

1.21 Program Participant Responsibilities. School shall advise Program Participants of the requirement to:

- (a) Comply with the policies, procedures, rules and regulations of Adventist Health as applicable, including Adventist Health’s dress code;
- (b) Arrange support, maintenance, transportation and living arrangements when not provided by School;
- (c) Obtain and maintain, at his/her own cost, his/her own individual health insurance;
- (d) Arrange for his/her own meals while participating in the Site Program;
- (e) Assume responsibility for care for his/her personal illness, all necessary immunizations, tuberculin test and initial drug screening as required by Adventist Health;
- (f) Maintain the confidentiality of patient information, as provided in Article 6;
- (g) Display photo ID badges identifying themselves as Students, Instructors, faculty or personnel of School;
- (h) Attend and complete orientation at the Training Site, or other designated location and/or means, prior to Program Participant’s assignment at Training Site. In addition, Program Participants, at School’s or each individual Program Participant’s expense, must complete and submit proof to Training Site of training on: environment of care, national patient safety goals, and patient privacy, as required by Adventist Health;
- (i) Notify Training Site management immediately of any perceived or suspected violation of federal or State laws at Training Site; and
- (j) Register with Adventist Health’s automated student onboarding and scheduling application, where utilized as its web-based tool to operate, administer, and manage Adventist Health’s Student Clinical Placement Program.

1.22 Performance of Services. Any faculty provided by School shall be duly licensed, certified or otherwise qualified to participate in the Site Program. School and all Program Participants shall perform their duties in accordance with all relevant local, state, and federal laws and shall comply with the standards and guidelines of all applicable accrediting bodies and the bylaws, rules and regulations of Adventist Health and any rules and regulations of School as may be in effect from time to time. Neither School nor any Program Participant shall interfere with or adversely affect the operation of Training Sites or the performance of services.

1.23 Mandated Topics. School shall assume full responsibility for instructing Students in all applicable state or federal mandated topics affecting health care providers, including, but not limited to, hazardous materials handling and disposal.

1.24 Background Checks.

(a) For each Program Participant eighteen 18 years of age or older, Adventist Health requires School to provide proof of a lawful background check at a minimum for each Program Participant before the Field Experience. The background check shall meet, and shall be conducted in accordance with, the requirements set forth in **Exhibit 1.15**. If any information obtained through the background check indicates that patients of Adventist Health may be placed at risk by the presence of a Program Participant, Adventist Health reserves the right to prohibit such Program Participant from participating in the Site Program and/or Program(s) at Adventist Health.

(b) For each Student less than 18 years of age, School represents and warrants that, prior to Student's participation in the Field Experience, School has obtained, and shall maintain in Student's file, a recommendation from a reliable, non-related source (e.g., teacher, counselor, or pastor). These Student files shall be available for Adventist Health to audit at any time.

1.25 Additional Screening of Students. Training Site may request Student to undergo a blood test, urinalysis, breathalyzer test or other diagnostic test where there is reason to believe in the opinion of Training Site that a Student: (a) is under the influence of, or impaired by, alcohol or drugs (prescribed or non-prescribed) while on Training Site property or participating in Field Experience, or (b) has come to the Training Site with a measurable quantity of drugs in blood or urine. Both situations described above include, but are not limited to, circumstances where a Student is involved in a Field Experience-related accident, incident, or unusual occurrence involving an employee or patient.

1.26 Required Documentation.

(a) School shall advise Students of the requirement to submit documentation evidencing their compliance with the terms of this Agreement as well as any other request of Training Site. Such documentation shall include without limitation that each Student has signed (i) the Confidentiality Statement attached as **Exhibit 1.26(a)(i)**, and (ii) the Student Declaration of Responsibilities attached as **Exhibit 1.26(a)(ii)** outlining his/her responsibilities prior to the commencement of Student's Field Experience at the Training Site. If Student simultaneously is an employee of Training Site, performs work for the Training Site, and is a participant in the Field Experience, Student shall not be required to sign **Exhibit 1.26(a)(ii)**; instead, such Student shall sign **Exhibit 3.3**, and such Student's relationship with Training Site shall be governed by Student's employment relationship with Training Site.

(b) School shall provide to the Training Site, no less than 30 days prior to a Program Participant's arrival at the Training Site, an attestation that the Student/Instructor has successfully completed the background check, drug screen, health screening, and orientation requirements as outlined in this Agreement. The background check and drug screen must have been completed no more than 60 days prior to arrival at the Training Site.

(c) Notwithstanding anything in this Agreement to the contrary, in the case of Instructors for Medical Mid-Level Students, School shall not have the obligations set forth in Section 1.15 (Health Policy) or Section 1.24 (Background Checks) with respect to the Instructor, and the School shall not be required to submit to Training Site an attestation for such Instructor. Rather such Instructor's relationship with Training Site shall be governed in all respects by the Instructor's status as a member of the Medical Staff of Training Site.

1.27 Cooperation and Coordination with Adventist Health.

(a) To ensure the effectiveness of each Site Program, School and Adventist Health will work together in planning and implementing the Site Program, and in this connection shall advise one another of the philosophy, objectives, policies and regulations of their respective institutions and

establish such matters as the time and place of education and the number of Students to participate in the Site Program at any one time.

(b) School and Training Site shall also consult with each other with respect to a Student evaluation process pertaining to the Field Experience.

(c) School and Training Site shall cooperate to ensure a positive learning environment for all Students, monitor the learning environment and engage each other in addressing negative influences when detected. Further, School and Training Site shall cooperate so that each Student assumes progressively an increase in Field Experience according to that Student's level of education, ability, and experience, with Training Site determining the appropriate level of Field Experience.

(d) Notwithstanding the foregoing, each Party shall be responsible for specific elements of the Program as otherwise provided in this Agreement.

1.28 Instructors/Clinical Preceptors.

(a) If applicable, School is responsible for obtaining instructor(s) and/or preceptor(s) authorized by Adventist Health to supervise all instruction and Student activities for the Site Program at Training Site (individually, an "**Instructor**" or, collectively, "**Instructors**"). In the case of any Student undertaking an education and/or academic program to become a physician, physician assistant, nurse practitioner, nurse midwife, certified registered nurse anesthetist, pharmacist, or other mid-level licensed independent practitioner in training (collectively "**Medical/Mid-Level Student**"): (i) the Instructor shall be a member of the Medical Staff of the Training Site; (ii) the Instructor shall not serve as a preceptor for more than one Medical/Mid-Level Student at any given time; and (iii) School shall submit to Training Site verification that School has obtained an Instructor and the Instructor has agreed to comply with the terms of this Agreement and all applicable statutes and regulations governing preceptors.

(b) With respect to Medical/Mid-Level Students, School shall comply, and shall require each Medical/Mid-Level Student to comply, with Training Site Rules and the Medical Staff Rules (as defined in Section 7.10), as well as the standards of The Joint Commission, as applicable. In addition, School shall advise the Medical/Mid-Level Student that the Medical/Mid-Level Student has no rights pursuant to the Medical Staff Rules, including, but not limited to, any hearing rights.

(c) Training Site shall provide an adequate number of qualified personnel to supervise any particular course(s) requiring clinical preceptor(s), and Training Site shall retain ultimate responsibility for care provided to patient(s) while the Student participates in the Field Experience, including ensuring that all appropriate patient consents are obtained. In the case of Medical/Mid-Level Students, the Instructor, as a member of the Training Site Medical Staff, shall be responsible for patient care and shall ensure that all appropriate patient consents are obtained.

(d) If this Agreement is intended to facilitate School assigning or placing nursing or Medical/Mid-Level Students at Training Site, School shall ensure that the Instructor is at all times present at the Training Site any time its Students are present in accordance with the terms of this Agreement, including both "prep time" and "clinical time." At no time will School direct its nursing or Medical/Mid-Level Students into Training Site unaccompanied or unsupervised without the Training Site's consent.

Article 2 Adventist Health's Obligations

2.1 Adventist Health may accept the Students assigned to the Site Program by School and shall cooperate in the orientation of all Program Participants to Training Site. Adventist Health, in its sole discretion, may limit the number of Students assigned to the Site Program. For Students that Adventist Health accepts and who participate in the Site Program, Adventist Health may provide the opportunities for such Students, who shall be supervised by School and Training Site, to observe and assist in various aspects of patient care at Training Site. Adventist Health shall make reasonable efforts to coordinate School's rotation and assignment schedule with its own schedule and those of other educational institutions with clinical affiliation programs at Adventist Health. Students that Adventist Health accept

and who participate in the Site Program have the status of trainees and do not replace Adventist Health staff.

2.2 Upon the request of School, Training Site shall assist School in the evaluation of each Student's performance in the Site Program. However, School shall remain solely responsible for the Site Program, the evaluation and grading of Students, and its academic affairs.

2.3 The Training Site provides for the orientation of Students as to Adventist Health's rules, regulations, procedures, and policies.

2.4 For California Training Sites, Training Site shall provide staff adequate in number and quality to ensure safe and continuous health care services to patients, in compliance with 16 C.C.R. §1427(c)(4).

2.5 Emergency Health Care/First Aid. Adventist Health shall comply with applicable state and federal workplace safety laws and regulations. In the event a Student is exposed to an infectious or environmental hazard or other occupational injury (e.g., a needle stick) while at a Training Site, the Training Site, upon notice of such incident from the Student, will provide such emergency care as is provided its employees, including, where applicable: **(i)** examination and evaluation in Training Site's emergency department or other appropriate facility as soon as possible after the injury; **(ii)** emergency medical care immediately following the injury as necessary; **(iii)** initiation of the HBV, Hepatitis C (HCV), and HIV protocol as necessary; and **(iv)** HIV counseling and appropriate testing as necessary. Except as provided regarding such emergencies, Adventist Health shall have no obligation to furnish medical or surgical care to any Program Participant. Program Participants will be financially responsible for all such care rendered in the same manner as any other patient.

2.6 FERPA. To the extent Adventist Health generates or maintains educational records related to Student, Adventist Health agrees to comply with the Family Educational Rights and Privacy Act ("FERPA"), to the same extent as such laws and regulations apply to School, and shall limit access to only those Adventist Health employees or agents with a need to know. For the purposes of this Agreement, pursuant to FERPA, School will authorize Hospital's access to protected student information on a case-by-case basis where there exists a legitimate educational interest in the educational records of the Student(s) to the extent that access to the School's records is required by Training Site to carry out the Program.

2.7 Education Opportunities. Adventist Health may provide opportunities to each Student to enable him/her to acquire clinical and/or non-clinical experience as required by Site Program but only to the extent that the existing facilities and varying patient census of Training Site permit. Adventist Health shall also permit Training Site to assign a primary contact and an alternate contact (collectively, the "**AH Contact**"), who shall coordinate with School in the planning, development, implementation and coordination of the Program(s) and Site Program. There will be ongoing communications and periodic evaluation between the Parties relating to changes or issues involving staff, curriculum, policies and/or procedures.

2.8 Access to Training Site. Training Site may permit authorized Instructors and the mutually agreed upon Students enrolled in the Program(s) and Site Program access to the Training Site as appropriate and necessary for the Program(s) and Site Program, including classroom and conference room space when available, provided that the Instructor(s) or Student(s) shall not interfere with the Training Site's regular activities.

2.9 Accreditation. Adventist Health shall conform to the requirements of the appropriate accreditation agency overseeing the Program(s). Upon request, Training Site shall permit the appropriate accreditation agency to make site visits to the Training Site to verify the instructional and clinical/non-clinical experience of the School's Students.

2.10 The Training Site will provide written notification to the School promptly if a claim arises involving a Student. The Training Site and School shall share such information in a manner that

protects such disclosures from discovery to the extent possible under applicable federal and state peer review and joint defense laws.

2.11 The Training Site will resolve any situation in favor of its patients' welfare and restrict a Student to the role of observer when a problem may exist until the incident can be resolved by the staff in charge of the Student or until the Student is removed from the Site Program.

Article 3 Status of Students and Faculty

3.1 Non-employment Status. It is expressly agreed and understood by School and Adventist Health that all Program Participants in the Site Program participate for educational purposes, and all Program Participants are not considered employees of Adventist Health for any purpose, including without limitation compensation for services, employee welfare and pension benefits, or workers' compensation insurance. Accordingly, School ensures and states that all Students understand that they are trainees, and thus that they shall not be used to treat patients in lieu of trained professionals employed or contracted with Adventist Health. Further, all Students shall perform patient services only when under appropriate supervision of a qualified professional, which supervision shall be coordinated by Training Site and School.

3.2 No Compensation. The Program(s) and Site Program under this Agreement shall be conducted without payment of any monetary consideration by School or Adventist Health to the other, or by or to any Student participating in the Program(s), and School shall ensure that all Students understand that Students will not be compensated for their participation in the Programs(s) and Site Program.

3.3 Adventist Health-Employee Students.

(a) Notwithstanding Section 3.1, should a Student also be a current employee of Adventist Health ("**Student-Employee**"), any Field Experience of that Student-Employee shall be separate and apart from all paid working hours as an employee of Adventist Health, and such Student-Employee shall sign **Exhibit 1.26(a)(i)** and **Exhibit 3.3**. If possible, any Field Experience of that Student-Employee shall occur at a facility other than the Training Site where the Student-Employee is an employee. In this case, the Student-Employee shall not be considered an employee of the facility where the Student-Employee participates in the Field Experience and shall receive no compensation as set forth in Sections 3.1 and 3.2.

(b) In the event that the Student-Employee performs the Field Experience at Training Site where Student-Employee is employed, and at the same time as performing work for Adventist Health, Adventist Health's relationship with Student shall be that of employer-employee for employment purposes, including without limitation compensation, benefits, provision of patient services and compliance with Adventist Health policies. Notwithstanding the foregoing, such a Student-Employee shall receive no compensation while participating in the Field Experience and shall merely be able to obtain education credit while performing work for Adventist Health when such work is purely a part of the Field Experience.

Article 4 Insurance and Indemnity

4.1 Insurance. School shall, at its sole cost and expense, maintain, or shall cause each Program Participant to maintain, Continuous Coverage (as defined in Section 4.2) of policies of professional malpractice liability and general liability insurance coverage. The insurance policies shall: **(a)** in the case of the professional malpractice liability insurance policy, provide coverage for negligent acts or omissions of School and each Program Participant; **(b)** in the case of the general liability insurance policy, provide coverage for bodily injury and property damages resulting from negligent acts or omissions of School and each Program Participant; **(c)** be issued by an insurance company licensed or otherwise qualified to issue professional liability and general liability insurance policies or coverage in the state in which the Training Site is located; and **(d)** provide for minimum coverage limits no event less

than \$1,000,000 per occurrence or claim and \$3,000,000 in the annual aggregate for each Program Participant. School shall maintain workers' compensation insurance covering School's personnel, including Program Participants, in accordance with all applicable workers' compensation laws.

4.2 Continuous Coverage. For purposes of this Agreement, the term "Continuous Coverage" means the maintenance of required insurance from the Effective Date, continuing throughout the Term of this Agreement. If such insurance is written on a "claims made" rather than an "occurrence" basis, following termination of this Agreement, coverage shall survive for the maximum extended reporting period available from insurance sources at each anniversary date of such insurance. Coverage shall also provide for a retroactive date of placement preceding or coinciding with the Effective Date of this Agreement.

4.3 Certificates of Insurance/Evidence of Protection. On or before the Effective Date, School and/or each Program Participant, as applicable, shall provide Adventist Health with certificates of insurance or other written evidence of the insurance policies required by this Article, in a form satisfactory to Adventist Health, prior to the Effective Date, and as requested by Adventist Health. Certificates of insurance should be sent to either the notice address or Law-Contracts@ah.org. School and each Program Participant, if applicable, shall provide Adventist Health with no less than 30 days' prior written notice of cancellation or any material change in such insurance coverage.

4.4 Indemnification

(a) Indemnification by School. School shall indemnify, defend and hold harmless Adventist Health, its Affiliates and their respective directors, officers, employees or agents, from and against any and all claims, causes of action, liabilities, losses, damages, penalties, assessments, judgments, awards or costs, including reasonable attorney's fees and costs, arising out of, resulting from, or relating to: **(i)** School's failure to comply with the terms of this Agreement; **(ii)** the negligent operations, acts, or omissions of School or School's employees, agents or Program Participants; or **(iii)** any finding, determination or ruling that any Student or Program Participant is entitled to workers' compensation benefits from Adventist Health. If the School is a public entity that claims entitlement to protections of governmental immunity relating to tort claims, it is specifically understood and agreed by the Parties that nothing contained in this paragraph or elsewhere in this Agreement will be construed as an express or implied waiver by the School of such governmental immunity.

(b) Indemnification by Adventist Health. Adventist Health shall indemnify, defend and hold harmless School from and against any and all claims, causes of action, liabilities, losses, damages, penalties, assessments, judgments, awards or costs, including reasonable attorneys' fees and costs, arising out of, resulting from, or relating to: **(i)** Adventist Health's failure to comply with the terms of this Agreement or **(ii)** the negligent acts or omissions of Adventist Health or any employee or agent of Adventist Health in the performance of Adventist Health's obligations under this Agreement.

4.5 Survival. The terms of this Article 4 shall survive the expiration or termination of this Agreement.

Article 5 Term and Termination

5.1 Term. This Agreement shall become effective on the Effective Date and shall continue for the Term identified on the cover page of this Agreement, subject to the termination provisions of this Agreement.

5.2 Termination Without Cause. A Party may terminate this Agreement without cause, expense, or penalty upon 30 days' prior written notice of termination to the other Party. If Adventist Health terminates this Agreement without cause, Adventist Health shall use reasonable efforts to permit any Students participating in the Field Experience at a Training Site at the time of the termination to complete the Student's Field Experience.

5.3 Termination Upon Breach. Each Party may terminate this Agreement upon any breach by the other Party if such breach is not cured to the satisfaction of the non-breaching Party upon 10 days' prior written notice of such breach is given by the non-breaching Party.

5.4 Effect of Termination or Expiration. Upon termination or expiration of this Agreement, all rights and obligations of the Parties shall cease except those rights and obligations that have accrued and remain unsatisfied prior to the date of termination or expiration, and those rights and obligations that expressly survive termination or expiration of this Agreement. Such termination or expiration shall not take effect, however, with regard to any Student already assigned to participate in the Site Program at Training Site until that Student has completed training for which the Student is assigned, unless such completion would cause an undue financial or operational hardship on the Training Site or the unit in which Student is assigned ceases to operate.

5.5 Removal of Student or Instructor. School shall immediately remove any Student or Instructor from participation in the Program at Training Site who:

- (a) is charged with or convicted of a felony, a misdemeanor involving fraud, dishonesty, or moral turpitude, or any crime relevant to health care services;
- (b) is debarred, suspended, excluded or otherwise ineligible to participate in or receive payment from any third-party payor program, including, without limitation, any Federal Health Care Program or state equivalent, any other public or private health and/or hospital care programs, insurance programs, self-funded employer health programs, health care service plans or preferred provider organizations;
- (c) fails to be covered by the insurance required under this Agreement;
- (d) fails to satisfy any of the standards and qualifications provided in this Agreement;
- (e) engages in conduct that, in Training Site's sole determination and notification to School, jeopardizes the mental or physical health, safety, or well-being of any person or damages the reputation of Adventist Health; or
- (f) Training Site determines, in its sole discretion and notification to School, is disruptive or detrimental in conduct or attitude to Training Site and/or its patients or staff or whose clinical performance is unsatisfactory to Training Site.

5.6 Termination of Student-Employees. Notwithstanding Section 5.5 or any other contrary provision in this Agreement, Adventist Health's relationship with a Student-Employee for employment purposes shall be that of employer-employee, including without limitation termination.

5.7 Destruction of Training Site. If the Training Site is partially damaged or destroyed by fire, earthquake or other catastrophe, and such damage is sufficient to render the Training Site untenable but not entirely or substantially destroyed, Field Experience at Training Site shall be suspended until such time as Training Site determines that the premises or the facilities shall again be tenable.

Article 6 Confidentiality

6.1 General Confidentiality. All Parties shall protect the confidentiality of each other's records and information and shall not disclose confidential information without the prior written consent of the other Party or unless required by law.

6.2 Compliance with HIPAA. Compliance with HIPAA. School acknowledges that Adventist Health must comply with the applicable provisions of the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996, codified at 42 U.S.C. §§ 1320d through 1320d-9 ("HIPAA"), and the requirements of any regulations promulgated thereunder, including, without limitation, federal security standards as contained in 45 C.F.R. Parts 160, 162 and

164 (collectively, the “**HIPAA Regulations**”). Accordingly, Adventist Health may only disclose Protected Health Information, as defined in 45 C.F.R. 160.103, or Individually Identifiable Health Information, as defined in 42 U.S.C. § 1320d(6) (collectively, “**Protected Health Information**”) to a Student for purposes of providing treatment to Adventist Health patients or training the Student to be a health care provider. A Student may only request or use Protected Health Information about an Adventist Health patient for treatment and Adventist Health training program purposes. A Student may only disclose Protected Health Information about an Adventist Health patient for treatment purposes to other health care providers involved in the patient's treatment or to Adventist Health’s workforce members involved in the Student’s training program for Adventist Health’s training program purposes. A Student may disclose a patient’s health information that has been de-identified in accordance with the de-identification standard at 45 C.F.R. § 164.514(a) - (c) to School or its faculty, employees, agents or representatives for School’s use in evaluating the Student. School, Students, and other Program Participants shall not request, use or further disclose any Protected Health Information other than for the treatment and training purposes specified in this Agreement. School and Program Participants will implement appropriate safeguards to prevent the request for, use or disclosure of Protected Health Information other than as permitted by this Agreement. School will promptly report to Adventist Health any uses or disclosures, of which School or Program Participants become aware, of Protected Health Information in violation of this Agreement. In the event that School contracts with any agents or independent contractors to whom School provides Protected Health Information, School shall include provisions in such agreements pursuant to which School and such agents or independent contractors agree to the same restrictions and conditions that apply to School with respect to Protected Health Information. School will make its internal practices, books and records relating to the use and disclosure of Protected Health Information available to the Secretary of the United States Department of Health and Human Services to the extent required for determining compliance with HIPAA and the HIPAA Regulations.

6.3 Confidentiality Training/Workforce. School shall warrant to Adventist Health that each Student and Instructor has received appropriate training in the Student’s/Instructor’s duty to always maintain the confidentiality of PHI and Adventist Health proprietary information, and to comply with all federal and State laws relating to the privacy of individually identifiable health information. Such laws include, without limitation, HIPAA, and applicable State law. Adventist Health reserves the right to provide appropriate confidentiality training to the Students and Instructors, and to designate the Students and Instructors as members of the Adventist Health’s workforce, as defined by HIPAA.

6.4 Cameras. Students and Instructors shall not be permitted to use any cameras or camera cell phones at Training Site.

6.5 Remedies of Breach. School agrees that, if it breaches this Article 6 on Confidentiality, Adventist Health may immediately terminate this Agreement upon written notice of intent to terminate. In addition to damages, Adventist Health shall be entitled to equitable remedies, including injunctive relief, in the event of breach of this Article 6 by School.

6.6 Survival. The terms of this Article 6 shall survive the expiration or termination of this Agreement.

Article 7 General Provisions

7.1 Assignment; Binding on Successors. School may not assign its rights or delegate its duties without the express written approval of the Adventist Health, which may be given or withheld at Adventist Health's sole discretion. Any purported assignment in violation of this Section shall be null and void. This Agreement shall inure to the benefit of and be binding upon the Parties hereto, and their successors and assigns, except as otherwise provided in this Agreement.

7.2 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

7.3 Dispute Resolution. If there is any dispute, claim, or controversy arising out of or relating to this Agreement (“**dispute**”), the parties shall meet and confer through their duly authorized representatives in good faith to resolve the dispute. If the dispute is not resolved to the mutual satisfaction of the parties within 30 days of written notice of the dispute, the dispute shall be determined by binding arbitration in Sacramento County, California before one arbitrator. The Parties intend that the arbitrator shall decide all questions of arbitrability, not the courts. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those Rules. The arbitrator shall provide a written award accompanying the reasons for the decision and arbitrator costs and fees shall be equally split between the parties. The Federal Arbitration Act shall apply if any part of this Agreement directly or indirectly affects or involves interstate commerce. Judgment on the Award may be entered in any court having jurisdiction and this Section shall not preclude the parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The parties **(a)** acknowledge that the courts in Sacramento County, California have appropriate jurisdiction and venue for such purposes; **(b)** consent to the jurisdiction to Sacramento County, California courts; and **(c)** waive all objections based on jurisdiction, venue, and forum non conveniens of such courts. This section shall survive the expiration or termination of this Agreement.

7.4 Entire Agreement/Amendment. This Agreement is the entire understanding and agreement of the Parties regarding its subject matter, and supersedes any prior oral or written agreements, representations, or discussions between the Parties with respect to such subject matter. This Agreement may be amended only by mutual agreement set forth in writing, signed and dated by the Parties.

7.5 Exhibits and Attachments. The attached exhibits and attachments, together with all documents incorporated by reference in the exhibits and attachments, form an integral part of this Agreement and are incorporated by reference into this Agreement.

7.6 Force Majeure. Neither Party shall be liable for nonperformance or defective or late performance of any of its obligations under this Agreement to the extent and for such periods of time as such nonperformance, defective performance or late performance is due to reasons outside such Party’s control, including acts of God, government or Adventist Health restrictions arising from COVID-19 or any other disease that causes a pandemic, war (declared or undeclared), terrorism, action of any governmental authority, civil disturbances, riots, revolutions, vandalism, accidents, fire, floods, explosions, sabotage, nuclear incidents, lightning, weather, earthquakes, storms, sinkholes, epidemics, failure of transportation infrastructure, disruption of public utilities, supply chain interruptions, information systems interruptions or failures, breakdown of machinery or strikes (or similar nonperformance, defective performance or late performance of employees, suppliers or subcontractors); provided, however, that in any such event, each Party shall use its good faith efforts to perform its duties and obligations under this Agreement.

7.7 Governing Law. The laws of the State of California govern this Agreement, without regard to its conflict of laws rules that make another jurisdiction’s laws govern instead.

7.8 Headings. The headings in this Agreement are intended solely for convenience of reference and shall be given no effect in the construction or interpretation of this Agreement.

7.9 Training Site Services. Training Site shall retain clinical and administrative responsibility for the operation of the Training Site. Training Site’s retention of such responsibilities is not intended and shall not be construed to diminish, limit, alter or otherwise modify in any way the obligations of School, Students, or other Program Participants under this Agreement, including, without limitation, the obligations under the insurance and indemnification provisions. Students and other Program Participants, as participants in the Program, shall not replace Training Site’s staff and shall follow any decision or direction of Training Site staff as it pertains to Training Site’s patients.

7.10 Compliance with Laws and Accreditation. The Parties shall comply with the following to the extent applicable to the Program(s): **(a)** Adventist Health's Code of Conduct, which can be found at https://www.adventisthealth.org/documents/Code_of_Conduct-New-2023.pdf; **(b)** all

federal, state and local laws, rules and regulations; **(c)** the bylaws, rules, regulations, guidelines and policies and procedures of Adventist Health; and when applicable, **(d)** the bylaws, rules and regulations of the medical staff (collectively, “**Medical Staff Rules**”).

7.11 Independent Contractor.

(a) School and each Program Participant shall be independent contractors with respect to Adventist Health in the performance of School’s and Program Participant’s obligation under this Agreement. Nothing in this Agreement shall be construed to create an employer/employee, joint venture, partnership, lease or landlord/tenant relationship between Adventist Health and School or Adventist Health and any Program Participant. No Program Participant shall hold himself or herself out as an officer, agent or employee of Adventist Health, and shall not incur any contractual or financial obligation on behalf of Adventist Health without Adventist Health’s prior written consent.

(b) In the event any governmental entity or tribunal, including the Internal Revenue Service, should question or challenge School or any Program Participant regarding the independent contractor status of School or any Program Participant with respect to Adventist Health and the services rendered under this Agreement, School and Program Participant(s) shall immediately notify Adventist Health and Adventist Health shall have the right to participate in any discussions or negotiations occurring with such governmental entity, regardless of who initiated such discussions or negotiations.

7.12 Non-Discrimination. Neither Party shall unlawfully differentiate or discriminate on the basis of race, color, national origin, ancestry, religion, sex, marital status, sexual orientation, age, medical condition, medical history, genetics, evidence of insurability, or claims history, in violation of any applicable state, federal or local law or regulation, including, without limitation, the Age Discrimination Act of 1975, the Americans with Disabilities Act and its regulations as may be amended from time to time. Each Party shall be in full compliance with Section 504 of the Rehabilitation Act of 1973, Titles VI and VII of the 1964 Civil Rights Act, and its regulations as may be amended from time to time.

7.13 Third Party Beneficiaries. This Agreement shall not confer or be construed to confer any rights or benefits to any Program Participant, person, or entity other than the Parties.

7.14 Notices. All notices required or permitted under this Agreement shall be in writing and shall be delivered either: **(a)** by overnight delivery using a nationally recognized overnight courier (e.g., Federal Express, UPS or other similar service), in which case notice shall be deemed delivered one business day after deposit with such courier or **(b)** by personal delivery, in which case notice shall be deemed delivered upon receipt. In each case, notice shall be delivered or sent to the address indicated on the signature page (page one of this Agreement), or such other address as provided by a Party, from time to time, pursuant to this Section.

7.15 Participation in Federal and State Programs. Each Party states that it is not debarred, suspended or otherwise ineligible to participate in any federal or state health care program.

7.16 Severability. If any provision of this Agreement is determined to be illegal or unenforceable, that provision shall be interpreted to comply with law or severed from this Agreement, and such interpretation or severance shall have no effect upon the validity or enforceability of the remainder of this Agreement unless the purpose of this Agreement is thereby frustrated.

7.17 Statutes and Regulations. Any reference in this Agreement to any statute, regulation, ruling, or administrative order or decree shall include, and be a reference to any successor statute, regulation, ruling, or administrative order or decree.

7.18 Waiver. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of such provision or any other provision. Any waiver granted by a Party must be in writing and shall apply solely to the specific instance expressly stated.

7.19 Referrals. Nothing in this Agreement or in any other written or oral agreement between Adventist Health and School contemplates or requires the admission or referral of any patients or business to Adventist Health or any affiliate of Adventist Health.

**Exhibit A
Training Site List**

Participation by a Training Site in this Agreement is at the sole discretion of the Training Site.

Corporate Office Legal Name	DBA Name
Adventist Health System/West	Adventist Health

OWNED, LEASED, AND MANAGED ACUTE FACILITIES/ENTITIES	
Legal Name	DBA Name
Adventist Health Clearlake Hospital, Inc.	Adventist Health Clear Lake
Adventist Health Delano	n/a
Adventist Health Medical Center Tehachapi	Adventist Health Tehachapi Valley
Adventist Health Mendocino Coast	n/a
Adventist Health Tulare	n/a
Castle Medical Center	Adventist Health Castle
Dameron Hospital Association	n/a
Feather River Hospital	Adventist Health Feather River
Glendale Adventist Medical Center	Adventist Health Glendale
Hanford Community Hospital	Adventist Health Hanford
Hanford Community Hospital	Adventist Health Selma
Heart Hospital of BK, LLC	Bakersfield Heart Hospital
Lodi Memorial Hospital Association, Inc.	Adventist Health Lodi Memorial
Mid-Columbia Medical Center	Adventist Health Columbia Gorge
Northwest Medical Foundation of Tillamook	Adventist Health Tillamook
Portland Adventist Medical Center	Adventist Health Portland
Reedley Community Hospital	Adventist Health Reedley
Rideout Memorial Hospital	Adventist Health and Rideout
San Joaquin Community Hospital	Adventist Health Bakersfield
Simi Valley Hospital and Health Care Services	Adventist Health Simi Valley
Sonora Community Hospital	Adventist Health Sonora
St. Helena Hospital	Adventist Health St. Helena
St. Helena Hospital	Adventist Health Vallejo
Ukiah Adventist Hospital	Adventist Health Ukiah Valley
White Memorial Medical Center	Adventist Health White Memorial
White Memorial Medical Center	Adventist Health White Memorial Montebello
Willits Hospital, Inc.	Adventist Health Howard Memorial
Western Health Resources	Adventist Health Home Care
Adventist Health Physicians Network	n/a

**Exhibit 1.1
Educational Program Profile (EPP)**

Enter the following information at this URL:

<https://app.smartsheet.com/b/publish?EQBCT=3eba3d5867764211a34c6d2cac89eaf0>



EDUCATIONAL PROGRAM PROFILE (EPP)

<p>SCHOOL INFORMATION: DATE: _____</p> <p>LEGAL ENTITY NAME: _____</p> <p>MAIN ADDRESS: _____ <small>ADDRESS</small></p> <p>_____ <small>CITY</small> <small>STATE</small> <small>ZIP CODE</small></p> <p>PHONE: _____</p> <p>FAX: _____</p> <p>WEBSITE: _____</p> <p>AUTHORIZED SIGNATORY:</p> <p>NAME: _____</p> <p>INSTITUTIONAL ACCREDITATION:</p> <p>_____</p> <p>PRIMARY PROGRAM CONTACT:</p> <p>_____</p>	<p align="center">*REQUIRED. School/Univ. Please fill out.*</p> <p><input type="checkbox"/> CORPORATION / STATE: _____</p> <p><input type="checkbox"/> LLC <input type="checkbox"/> PARTNERSHIP</p> <p><input type="checkbox"/> OTHER: _____</p> <p><input type="checkbox"/> ENTITY #: _____</p> <p><input type="checkbox"/> FEIN: _____</p>
<p>PHONE: _____</p> <p>TITLE: _____</p> <p>EXPIRES: _____</p> <p>CELL: _____</p> <p>EMAIL: _____</p>	<p>PHONE: _____</p> <p>TITLE: _____</p> <p>EXPIRES: _____</p> <p>CELL: _____</p> <p>EMAIL: _____</p>

<p>PROGRAM INFORMATION:</p> <p>SCHOOL NAME: _____ FULL PROGRAM NAME: _____</p> <p>CAMPUS ADDRESS: _____ <small>ADDRESS</small> <small>CITY</small> <small>STATE</small> <small>ZIP CODE</small></p> <p>PHONE: _____ FAX: _____</p> <p>PROGRAM URL: _____</p> <p>AVERAGE SIZE OF COHORT: _____</p> <p>COHORT STARTS PER YEAR: _____</p> <p>COHORT START MONTHS: _____</p> <p>HOURS AWARDED:</p> <p>DIDACTIC: _____ <input type="checkbox"/> SEM CREDIT HOURS <input type="checkbox"/> QTR CREDIT HOURS <input type="checkbox"/> CLOCK HRS</p> <p>CLINICAL: _____ <input type="checkbox"/> SEM CREDIT HOURS <input type="checkbox"/> QTR CREDIT HOURS <input type="checkbox"/> CLOCK HRS</p> <p>INTERNSHIP: _____ <input type="checkbox"/> SEM CREDIT HOURS <input type="checkbox"/> QTR CREDIT HOURS <input type="checkbox"/> CLOCK HRS</p> <p align="center">ARE PROGRAM GRADUATES ELIGIBLE TO SIT FOR A STATE LICENSE, CERTIFICATION OR OTHER CREDENTIALING EXAMINATION?</p> <p align="center"><input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>IF YES, WHAT IS THE NAME OF THE CREDENTIALING EXAMINATION? _____</p> <p>FULL CREDENTIAL NAME: _____</p> <p>CREDENTIALING ISSUING AGENCY: _____ STATE: _____</p> <p>PROGRAMMATIC ACCREDITATION: _____ EXPIRES: _____</p> <p>PRIMARY PROGRAM CONTACT: _____</p> <p>PHONE: _____ CELL: _____ EMAIL: _____</p>	
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Exhibit 1.15
Background Checks and Health Screening Process

Proof of the health screen and an attestation of the satisfactory completion of the background checks for Students and Instructors shall be provided to the Training Site electronically, at least 30 days prior to the Student's/Instructor's arrival at the Training Site.

A. Background Check Requirements

The background check shall be conducted **no more than 60 days** prior to Field Experience commencement and reported to Training Site **at least 30 days** prior to the start of the planned experience. As long as a Student remains continuously enrolled in the academic program, the background check for such Student is only required upon Program initiation. Upon any renewal and/or new rotation under a continuing Program, the initial background check will suffice so long as it was conducted no more than 60 days prior to the Program initiation (except as stated in this Exhibit). Adventist Health is not financially responsible for the background check. The background check shall include at a minimum:

- a controlled substance screen in accordance with Adventist Health's policy;
- a social security number trace (used to identify additional names and or locations of residence);
- a county criminal background search in each county where the Student/Instructor has resided in the 7 years prior to the Field Experience, or shorter period of time if limited by law;
- 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 (if applicable), for listing as debarred, excluded or otherwise ineligible for federal or state program participation, prior to Student's arrival (<https://sam.gov/content/exclusions/federal>; <http://www.oig.hhs.gov/exclusions>; <https://mcweb.apps.prd.cammi.medi-cal.ca.gov/references/sandi>).
- For Oregon Training Sites, background checks must comply with OAR 409-030-0220.

All searches outlined above shall include a search of any additional names used by the Student/Instructor (e.g. other first or last names).

Adventist Health reserves the right to request actual background check documents for each Student/Instructor. School must provide requested documentation within 2 hours of the request for current Students/Instructors. For past Students/Instructors, School must provide requested documentation within 10 business days. School shall retain the Student's records, and, if applicable, personnel records for its Instructors, in accordance with all legal requirements, for a period of not less than 5 years.

B. Background Check Vendor

School may use a background screening company of its choosing, but the chosen company shall adhere to standards established by the National Association of Professional Background Screeners.

C. For Student-Employees

Student-Employees are not considered employees of Adventist Health while acting in their roles as Students, per Section 3.3 of the Agreement. The following requirements apply to such Student-Employees in their Student roles:

- Student ID name badges must be worn in place of employee badges
- HIPAA and confidentiality forms will be re-signed as Students
- Drug screens and background checks may be waived if the following conditions are met:

- Student is an employee who is on active status with no outstanding disciplinary actions
- Current Employee Health clearance may be used to demonstrate meeting the requirement.
- Workers' compensation is not offered for employees functioning in a Student role.
- Student-Employees will not perform employment duties while functioning as a Student and will not perform Student duties while functioning as an employee.

D. Health Screening Process.

Adventist Health is not financially responsible for providing health screening services/tests for Students/Instructors.

Adventist Health reserves the right to request actual health screening documents for each Student/Instructor. School must provide requested documentation within 2 hours of the request for current Students/Instructors. For past Students/Instructors, School must provide requested documentation within 10 business days. School shall retain the student records, and, if applicable, personnel records for its Instructors, in accordance with all legal requirements, for a period of not less than 5 years.

The following health screening requirements apply to both Students and Instructors of School, unless Adventist Health's policy states otherwise:

1. Demonstrate the absence of tuberculosis (annually):

- Initial two-step process and single thereafter (PPD skin test or QuantiFERON-TB Gold)
- 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

2. Demonstrate immunity to (serological testing or proof of adequate vaccination or current immunization), or signed statement of declination (if permitted) in accordance with Training Site Rules:

- Rubella
- Rubeola
- Mumps
- Varicella zoster
- Diphtheria, Tetanus, and Pertussis (Tdap)
- Hepatitis B status screening
- Influenza
- COVID-19

3. Demonstrate the absence of evidence of controlled substances use:

- Amphetamines
- Barbiturates
- Benzodiazepines
- Cocaine
- Opiates
- Phencyclidine
- Methadone (Oregon Training Sites only)
- Methamphetamines (Oregon Training Sites only)
- Propoxyphene (Oregon Training Sites only)

With respect to Student-Employees, as set forth above, current Employee Health clearance may be used to demonstrate meeting any Health Screening requirements.

Exhibit 1.26(a)(i)
Student Confidentiality Statement

As part of my Field Experience with the Program at _____ (“**Training Site**”), I may have access to information which is confidential and may not be disclosed except as permitted or required by law and by Adventist Health’s policies and procedures. This information includes, but is not limited to, patient records, personnel data, and business operations data. I understand that I am committed to protect and safeguard from disclosure all confidential information regardless of the type of media on which it is stored (e.g. paper, electronic, audio tape, electronic health records, computer system, etc.). I agree that I will not release any confidential information from any record or information system to any unauthorized person.

I understand that:

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

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

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

Date: _____

Student Signature

Typed Name of Student

Date: _____

Parent Signature (if Student is under 18 years of age)

Exhibit 1.26(a)(ii)
Student Declaration of Responsibilities

I, _____, am a student enrolled in the _____ program(s) (“**Program**”) of Solano Community College (“**School**”), and as such may participate in the School’s clinical and/or non-clinical rotation and experience program (“**Field Experience**”) at _____ and its premises (“**Training Site**”).

In consideration of School supporting and advocating for my participation in the Field Experience, I hereby state to School and agree to the following:

1. **Age.** I am 18 years of age or older or my parent or legal guardian agrees by signing below.
2. **Immunization.** I shall provide proof of my immunity either through serological testing or proof of adequate vaccination or current immunization from the following: **(a)** Rubella; **(b)** Rubeola; **(c)** Mumps; **(d)** Varicella zoster; **(e)** Diphtheria; **(f)** Tetanus; **(g)** Pertussis (Tdap); **(h)** Hepatitis B or signed statement declining series; **(i)** Influenza, either through proof of vaccination or an exemption. If through an exemption, I shall always wear a N95 or KN95 face mask while in the Training Site; **(j)** COVID-19, either through proof of vaccination or exemption. If through an exemption, I shall always wear a N95 or KN95 face mask while in the Training Site; **(k)** a negative QuantiFERON-TB Gold or PPD skin test or chest x-ray taken within the last 12 months prior to participation in the Field Experience; and **(l)** any other Training Site immunization requirements of its employees.
3. **Drug Screen.** I shall provide proof of a negative result to a drug screen as required by Training Site.
4. **Policies.** I shall conform to all applicable Training Site and Adventist Health System/West policies and procedures, including but not limited to the Code of Conduct, which can be found at https://www.adventisthealth.org/documents/Code_of_Conduct-New-2023.pdf, and such other requirements and restrictions as may be mutually specified and agreed upon by Adventist Health System/West and School.
5. **Maintenance and Transportation.** I shall be responsible for my own support, maintenance, and living quarters while participating in the Field Experience, and that I am responsible for my own transportation to and from the Training Site.
6. **Medical Care.** I shall be responsible for my own medical care needs, and I shall obtain and maintain, at my own cost, my own individual health insurance. I understand that Training Site will provide access to emergency medical services or first aid for accidents or conditions arising out of or in the course of my participation in the Field Experience. However, I shall be responsible for all costs related to general medical or emergency care, and that neither Training Site nor Adventist Health System/West shall assume financial responsibility or liability for providing such care.
7. **Blood and Body Fluid Precautions.** I state that I have received training in blood and body fluid standard precautions consistent with the guidelines published by the U.S. Centers for Disease Control and Prevention. I shall provide documentation of such training before beginning the Field Experience.
8. **No Employer-Employee Relationship.** I acknowledge that I may receive academic credit for the Field Experience provided at Training Site, and that I will not be considered an employee of Training Site, Adventist Health System/West or School, nor shall I receive compensation from Training Site, Adventist Health System/West or School while participating in the Field Experience. I further acknowledge that I am neither eligible for nor entitled to workers’ compensation benefits from Training Site or Adventist Health System/West’s coverage based upon my participation in the Program. I further acknowledge that I will not be provided any benefit plans, health insurance coverage, or medical care based upon my participation in this Program, and that neither Training Site nor Adventist Health System/West has an obligation to hire me upon the completion of the Program.
9. **No Recording.** I acknowledge that I am not permitted to use any cameras, smart phones, tape

recorders, or any other recording devices in the Training Site.

10. **Background Check.** I shall cooperate with School so that School may obtain and share with Training Site and Adventist Health System/West the results of my criminal background check.

11. **Assumption of Risk.** I ACKNOWLEDGE THAT THE FIELD EXPERIENCE IS A POTENTIALLY DANGEROUS ACTIVITY AND INVOLVES THE RISK OF SERIOUS INJURY, ILLNESS, AND/OR DEATH FROM INTERACTING WITH PATIENTS, OBSERVING PATIENT CARE, ASSISTING IN PATIENT CARE, TRAVERSING THROUGH TRAINING SITE PREMISES, AND ANY OTHER CONDUCT ARISING OUT OF OR RELATING TO THE FIELD EXPERIENCE. I ASSUME ALL SUCH RISKS, FORESEEABLE AND UNFORESEEABLE.

12. **Release.** TO THE GREATEST EXTENT PERMITTED BY LAW, I WAIVE AND RELEASE ANY CLAIMS, FORESEEABLE AND UNFORESEEABLE, UNDER ANY THEORY OF LIABILITY AT LAW OR IN EQUITY, INCLUDING BUT NOT LIMITED TO ORDINARY NEGLIGENCE, ARISING OUT OF OR RELATING TO THE FIELD EXPERIENCE AND THIS DECLARATION AGAINST TRAINING SITE, ADVENTIST HEALTH SYSTEM/WEST, AND SCHOOL. FURTHER, FOR CALIFORNIA TRAINING SITES, I HAVE READ CALIFORNIA CIVIL CODE § 1542, WHICH PROVIDES “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.” I EXPRESSLY WAIVE ANY RIGHTS AND BENEFITS UNDER CALIFORNIA CIVIL CODE § 1542.

13. **No Bailments.** I UNDERSTAND THAT TRAINING SITE MAY PROVIDE A STORAGE AREA FOR ME TO USE FOR MY PERSONAL BELONGINGS, BUT NEITHER TRAINING SITE NOR ADVENTIST HEALTH SYSTEM/WEST IS RESPONSIBLE FOR MY PERSONAL BELONGINGS AND NO BAILMENT SHALL BE CREATED.

14. **No Promises.** I ACKNOWLEDGE THAT TRAINING SITE AND ADVENTIST HEALTH SYSTEM/WEST MAY SUSPEND MY RIGHT TO PARTICIPATE IN THE FIELD EXPERIENCE AT ANY TIME AND FOR ANY REASON. I ACKNOWLEDGE THAT THERE IS NO PROMISE THAT I WILL BE ADMITTED TO THE PROGRAM AND THERE IS NO PROMISE THAT I WILL PARTICIPATE IN THE PROGRAM EVEN IF I AM INITIALLY ACCEPTED AND LATER DENIED BEFORE I START THE PROGRAM. SCHOOL, TRAINING SITE, ADVENTIST HEALTH SYSTEM/WEST SHALL NOT BE LIABLE UNDER ANY THEORY AT LAW OR EQUITY FOR MY BEING DENIED FROM OR NOT BEING ABLE TO PARTICIPATE IN THE PROGRAM, INCLUDING BUT NOT LIMITED TO IF I AM INITIALLY ACCEPTED AND LATER DENIED FROM THE PROGRAM BEFORE I PARTICIPATE.

Through the duly authorized signatures below, I and my guardian or parent (if applicable) have read the foregoing and understand and agree to the terms.

Date: _____

Student Signature

Printed Name of Student

Date: _____

Parent/Legal Guardian Signature (if Student is a minor)

Date: _____

School Representative

Exhibit 3.3
Student-Employee Unpaid Educational Training Agreement

This Student-Employee Unpaid Educational Training Agreement (“**Agreement**”) is entered into on the last date signed below by and between _____ (“**Adventist Health**”) and _____ (“**Student**”). Student and Adventist Health understand and agree to the following terms and conditions:

1. Student is an employee of Adventist Health in the following capacity: _____. Student is also enrolled in an educational program (the “**Program**”) to obtain _____ [license/degree/certificate] in _____. In order to provide academic and professional education for Student, Student desires access to facilities in which Student may gain experience and knowledge in Student’s program of study (the “**Field Experience**”).
2. Adventist Health operates a business in Student’s subject area of study and, as a public service, is willing to provide Student with a Field Experience from _____ to _____ by providing a supervised working environment allowing Student to gain practical application of Student’s area of study. “Practical application” of the educational program will consist of activities designed to develop professional skills beyond administrative clerical tasks, and can include, but is not limited to, **[LIST – e.g., assisting in research, client communications, development of business or financial plans, strategic planning, analysis, actual operation or appropriate operations]**.
3. The Program is viewed by Adventist Health as an educational opportunity for Student rather than part-time employment. Accordingly, the Field Experience will include training and orientation and will focus primarily on learning and developing new skills in Student’s area of study.
4. Student agrees that Student will not perform employment duties while functioning as a Student and will not perform Student duties while functioning as an employee.
5. Adventist Health is willing to provide Student with the minimum of _____ hours of practical and actual application of Student’s area of study while under close observation and supervision of Training Site’s existing staff. Student’s participation in the Field Experience is similar to that which would be given in a vocational setting and will not displace Training Site’s existing staff.
6. Student acknowledges and agrees that Student will not receive compensation or wages in any form for participation in the Field Experience and shall merely be able to obtain education credit for participation in the Field Experience at Training Site. Adventist Health is not obligated to provide compensation or wages to Student for participation in the Field Experience.
7. Student acknowledges and agrees that workers’ compensation through Adventist Health is not provided to employees functioning in a Student role. Notwithstanding the foregoing, Student shall still be entitled to maintain Student’s existing benefit plans and health insurance coverage during the Field Experience provided that Student meets the eligibility requirements in Student’s capacity as an employee to receive such health and welfare benefits.
8. Student agrees to sign a separate Student Confidentiality Statement.
9. Student acknowledges and agrees that, by participating in this Field Experience, Student will not expect, nor be entitled to, employment with Adventist Health at the conclusion of the Field Experience or at any other time.
10. Student acknowledges and agrees that the training and supervision provided to Student is solely for Student’s benefit, and Adventist Health does not derive an immediate advantage from the Student’s activities; in fact, on occasion, Adventist Health’s operations may be impeded. However, Adventist Health desires to provide a public service by assisting in education and training of students and may expend resources to support Student’s Field Experience.

11. Student agrees to perform diligently the Field Experience. Field Experience will be assigned by Training Site and performed according to Adventist Health policies and regulations applicable to regular employees. Student agrees to abide by Adventist Health's policies, procedures, and regulations.

12. Student agrees that Student is acting under this Agreement as a Student and shall not be entitled to any collective bargaining rights under this Agreement as afforded to employees. Notwithstanding the foregoing, nothing in this Agreement is intended to interfere with the obligations of either Adventist Health or Student under the applicable terms of an applicable collective bargaining agreement, if any, with a labor organization. Either Adventist Health or Student, or both of them, may deem it necessary to notify immediately the appropriate labor organization of this Agreement.

13. Either Adventist Health or Student may terminate this Agreement at any time, and each agrees to give the other reasonable notice of no less than five (5) working days prior to termination date.

14. Adventist Health and Student agree that, if any portion of this Agreement is found to be void and unenforceable, the remaining portions shall remain in full force and effect.

STUDENT

Name

Date

ADVENTIST HEALTH

Name

Date

Title

**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 2024 semester, 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 6, 2024

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

May 15, 2024

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

SOLANO COMMUNITY COLLEGE

REQUEST FOR APPROVAL OF
CURRICULUM COMMITTEE CURRICULUM ACTIVITIES

During the Spring 2024 semester, 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.

CONSENT ITEM

THEA 006	Class Max change from 40 to 30	04/30/2024
MUSC 008	Class Max change from 60 to 30	
MUSC 013	Class Max change from 50 to 30	

ACTION ITEM

Item	Reason for Item	CC Approval
None		

NEW COURSE

Course		CC Approval
KINE 005	Fitness Center	04/30/2024
KINE 505	Fitness Center	04/30/2024
HED005	Social Determinants of Health, Disparities and Equities	04/30/2024

COURSE MODIFICATION

Course	Title	Modification	CC Approval
COMM 001	Introduction to Public Speaking	Updates for Cal-GETC	04/30/2024
COMM 002	Fundamentals of Persuasive Speaking	Updates for Cal-GETC	04/30/2024
COMM 006	Argumentation and Debate	Updates for Cal-GETC	04/30/2024
HED001	Introduction to Public Health	Curriculum Review/Updates for C-ID	04/30/2024
HED002	Health Education	Curriculum Review/Updates for C-ID	04/30/2024
HED003	Women's Health	Curriculum Review/Updates for C-ID	04/30/2024
ATHL025	Conditioning - Intercollegiate Athletics In-Season	Update hours from 4.5 to 5 per week	04/30/2024
NUTR010	Nutrition	Curriculum Review	04/30/2024
NUTR012	Current Topics in Nutrition	Curriculum Review	04/30/2024
NUTR054	Child Health, Safety, and Nutrition	Curriculum Review	04/30/2024

COURSE INACTIVATION

Course	CC Approval
None	

CURRICULUM REVIEW

Course	CC Approval
None	

NEW PROGRAM

Program	CC Approval
None	

PROGRAM MODIFICATION

Program	Modification	CC Approval
Public Health ADT	Updates to reflect changes to TMC	04/30/2024

PROGRAM INACTIVATION

Program
None

AGENDA ITEM 13.(m)
MEETING DATE May 15, 2024

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

TO: **Members of the Governing Board**

SUBJECT: **CABRILLO COLLEGE DISTRICT - WORKFORCE PROGRAM
REGIONAL FUND AGREEMENT**

REQUESTED ACTION:

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

SUMMARY: This contract is between Solano Community College and Cabrillo Community College District (fiscal agent for the Bay Area Community College Consortium). The contract confirms the college's Strong Workforce Program allocation for Round 8 (8/1/2023 - 6/31/2025) regional funding.

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**

Lisa Neeley
Vice President, Student Services

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 864-7159

TELEPHONE NUMBER

Lisa Neeley

VICE PRESIDENT APPROVAL

May 1, 2024

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

May 15, 2024

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

**BAY AREA COMMUNITY COLLEGE CONSORTIUM
STRONG WORKFORCE PROGRAM REGIONAL FUND AGREEMENT
BETWEEN
CABRILLO COMMUNITY COLLEGE DISTRICT
and
Solano CCD on behalf of Solano Community College**

This Agreement is between Cabrillo Community College District, hereinafter referred to as “Fiscal Agent,” and Solano CCD on behalf of Solano Community College, hereinafter referred to as “Subrecipient”. The Fiscal Agent and Subrecipient are also referred to collectively as “Parties” and individually as “Party.” This Agreement is based on the Strong Workforce Program Regional Fund Agreement between the Fiscal Agent and the California Community Colleges Chancellor’s Office, i.e., Prime Sponsor, and is effective to cover Strong Workforce Program allocations and schedules identified in Exhibit B. This agreement may be extended to include additional Allocations through amendments to Exhibit B.

WHEREAS, the Fiscal Agent has received funds for the Strong Workforce Program Regional Consortia allocation from the California Community Colleges Chancellor’s Office (hereinafter “Sponsor”), for the purpose of implementing the program entitled Strong Workforce Program established by Education Code Sections 88820-88826 (hereinafter “Program”).

WHEREAS, the Fiscal Agent has been designated as the Regional Fiscal Agent for the Program for the Bay Area Community College Consortium (hereinafter “BACCC”) and is responsible for dispensing, monitoring and auditing sub-grants developed with each community college district within the region once spending decisions have been authorized by the CTE Regional Consortium as stipulated in Strong Workforce legislation.

WHEREAS, Fiscal Agent, Cabrillo Community College District, has the right to enter into agreements with outside entities for various services with the approval of its Board of Trustees; and

WHEREAS, the Subrecipient is a community college district, located within the boundaries of the regional consortium, and agrees to participate in the BACCC in accordance with the rules and procedures as approved by the Prime Sponsor and as stipulated in the Strong Workforce Program.

NOW, THEREFORE, the Parties agree as follows:

1. PERIOD OF PERFORMANCE

The period of performance for this Agreement is specified in Exhibit B of this agreement, unless terminated earlier in accordance with this Subcontract or modified by mutual written agreement.

Extensions to this agreement may be made through amendments to Exhibit B.

2. CERTIFIED PROJECT PLANS

Subrecipient shall perform the Scopes of Work detailed using individually certified Project Plans contained in NOVA (nova.cccco.edu). Certified Project Plans covered by this agreement are those plans entered on the on-line Regional Strong Workforce Program platform, NOVA, in which the Subrecipient has committed Strong Workforce Program 40% Regional funds on one or more budget line items, and which have been fully completed and formally *certified*, indicating the Subrecipient's certification that their expenditures in the project meet the intention and requirements of the Strong Workforce Program legislation. Such certified Project Plans shall fully detail the scope of work to be performed. By signing this Agreement, the Fiscal Agent and Subrecipient agree that the Certified Project Plans will be binding under this Agreement without further action by the Parties.

Subrecipient agrees to make the investments and to conduct the work as described in the Certified Project Plans submitted by or on behalf of the Subrecipient. Subrecipient agrees that funds will be used for the purpose of meeting the following goals established through the BACCC Regional Collaborative Planning Process:

- Goal A: Meet the needs of employers for well-qualified candidates for middle-skill positions that pay livable wages
- Goal B: Provide pathways that enable all Bay area residents to find employment and advance to livable wages
- Goal C: Ensure equity in participation, completion, and employment

3. TIMELY SUBMISSION AND UPDATING OF CERTIFIED PROJECT PLANS

In order to ensure timely and full expenditure of funds Subrecipient shall submit and certify Project Plans in NOVA, with budgets equal to the funds allocated to Subrecipient as shown in Exhibit B, by the deadlines established and communicated by the Chancellor's Office and BACCC. It is understood that Subrecipient's portfolio of projects and their budgets will evolve over time.

4. COLLABORATION

Where plans involve multiple Subrecipients, all Parties agree to work collaboratively with all other Subrecipients specifically referenced in the Project Plans in order to complete the Scope of Work and meet reporting requirements.

5. ALLOCATION

The total payment due to Subrecipient for performance under this Agreement is set forth in Exhibit B and is known as the Allocation. Exhibit B may be modified under the following circumstances:

- Transfer of funds to or from other colleges to carry out collaborative projects
- Reallocation of regional direct-to-college funds (see following paragraph)

- Recalculation of total regional allocations by the Chancellor's Office
- Direction from the Chancellor's Office
- Reallocations made by vote of the BACCC member colleges

Whereas the region is collectively responsible for fully expending the regional allocation within the specified timeline, and whereas failure to do so can result in a reduced allocation in the following round, it is necessary to have a process for reallocating funds when Subrecipients are unable to fully spend their allocation. In order to ensure the region is able to fully expend its allocation Subrecipient should regularly monitor its rate of expenditures and contact BACCC to discuss reallocation of funds as soon as possible if it becomes evident that Subrecipient may be unable to fully expend Allocation. BACCC will initiate a discussion about possible reallocation if the Subrecipient has not reported expenditures in NOVA equal to the amount of the advance payment listed in paragraph 7 by the end of the fourth quarter prior to the close of the performance period. If Subrecipient is unable to fully expend Allocation according to the established timeline, currently active or future allocations may be diminished by an amount equal to the under-expenditure.

6. BUDGET

Subrecipient agrees that expenditure of funds under the Agreement will be in accordance with the project budgets submitted by the Subrecipient in the Certified Project Plans submitted on NOVA (nova.cccco.edu) in accordance with Section 2, which by reference are incorporated into this Agreement.

Funds are to be utilized by the Subrecipient in accordance with the terms and conditions of both this Agreement and guidance on the allowable use of funds from the California Community Colleges Chancellor's Office as published in the guidance section on the Strong Workforce Program website: StrongWorkforce.net

If there is a reduction in funding to the Fiscal Agent by the Chancellor's Office, the Fiscal Agent reserves the right to reduce Allocations to the Subrecipient up to and including a requirement to cease all expenditures of funds covered by this agreement with a 30-day notice. If such reductions occur, the subrecipient will be required to adjust the number of projects and the scope of projects in NOVA to accommodate the reduction in funding.

Subrecipient understands that the Allocation must be fully expended according to the schedule specified in Exhibit B. Subrecipient agrees to work with Fiscal Agent to accomplish Project revisions, transfers, and reallocations in a timely way to ensure all funds for the Allocation are fully spent or released and reallocated to another college that can fully spend the funds within the specified timeline.

7. PAYMENT

The Fiscal Agent shall make payments to the Subrecipient up to the amounts listed in Exhibit B.

Thirty percent (30%) of the Allocation will be issued as an advance payment to Subrecipient. With the exception of the advance payment, the Fiscal Agent shall reimburse Subrecipient for the cost of the work performed through an invoicing process, up to but not exceeding the amounts listed in Exhibit B.

8. INVOICES

Invoices shall be submitted on a form provided by Fiscal Agent and must be supported by financial detail reports that itemize costs by Project. The first invoice for reimbursement must provide documentation for costs paid for with the advance as well as for those expenses for which reimbursement is requested. Invoices shall be submitted no more frequently than quarterly and no less frequently than after the close of each fiscal year, simultaneously with the final annual fiscal report. Invoices may be submitted at other times to accommodate large capital expenditures. Fiscal Agent may request additional back-up documentation for expenditures, if required to adhere to compliance terms and standards. Payment of invoices is contingent upon completion and approval by Fiscal Agent of any reports due on or before the date of the submitted invoice. Invoices should be submitted electronically to Fiscal Agent contact named in Exhibit A. Final invoices for all performance for the allocation under this Agreement are due simultaneously with the final fiscal report.

9. REPORTING

Subrecipient agrees to provide fiscal and programmatic progress reports and a final report according to the schedule provided by and as required by the California Community College Chancellor's Office and the Bay Area Community College Consortium. Subrecipient will be provided with thirty days notice of any changes to the reporting schedule.

10. MODIFICATIONS

Modifications to Plan Budgets

Modifications to the budgets, as detailed in the Certified Project Plans, are allowed without prior approval, as long as all budget items comply with the Strong Workforce Program requirements and authorized uses of funds and the purpose of the expenditures are clearly aligned with the Certified Project Proposal's description, intended outcomes, and workplan. When this is not the case either a new Project Proposal should be entered into NOVA and certified or the existing Project should be uncertified and modified to bring the Project Proposal and budget into alignment.

Transfer of Funds Between Projects

For projects that are fully contained within a college and have no other participating colleges, funds may be transferred from one project to another at the discretion of the Subrecipient. Projects affected by such transfers must have their description, intended outcomes and workplan adjusted as necessary to maintain alignment with the reallocated budget. Project Plan budgets must be updated in the online NOVA system to reflect these reallocations.

New Projects

New Projects, made possible through the reallocation of funds, should be entered into the NOVA system and certified by the Subrecipient as meeting the intention and requirements of the Strong Workforce Program legislation.

11. TIME EXTENSIONS

Subrecipient must spend the funds allocated through this Agreement within the timeframes as specified in Exhibit B.

12. CONTACTS

All invoices, supporting documentation, progress reports, and requests for modifications from the Subrecipient will be submitted online or via email to help@baccc.net as directed by BACCC. Contact information for these Fiscal Agent and Subrecipient roles is to be provided in Exhibit A, Contacts. Contacts may be updated at swpcontacts.baccc.net

Both Parties agree to notify the other, in writing, within 30 days of changes to project contacts.

13. INTELLECTUAL PROPERTY

Any work product resulting from this Agreement falls under the California Community Colleges Chancellor's Office Creative Commons Attribution license which gives permission to the public to reproduce, distribute, perform, display or adapt the licensed materials for any purpose, so long as the user gives attribution to the author.

14. SUBCONTRACTS

The Subrecipient agrees to be as fully responsible to the Fiscal Agent for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Subrecipient. The Subrecipient's obligation to pay its subcontractors is independent from the obligation of the Fiscal Agent to make payments to the Subrecipient. As a result, the Fiscal Agent shall have no obligation to pay or enforce the payment of any monies to any subcontractor.

15. RECORDS AND AUDITS

- A. The Subrecipient must maintain records regarding the use of Program funds and progress made toward objectives and/or performance under the applicable Agreement.
- B. The Subrecipient agrees that the Fiscal Agent, the Chancellor's Office, the Bureau of State Audits, and any other appropriate state or federal oversight agency, or their designated representative(s), shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. The Subrecipient agrees to

maintain such records relevant to the expenditure of each Allocation for possible audit for a minimum of three (3) years after the final payment for that particular Allocation or until any audit findings have been resolved, unless a longer period of records retention is stipulated. The Subrecipient agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Subrecipient agrees to include a similar right of the Fiscal Agent, the Chancellor's Office, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s) to audit records and interview staff in any subcontract related to performance of this Agreement or any Participation Agreement.

If any audit or other actions involving the records for a particular Allocation has been started before the expiration of that Allocation's performance period, the records must be retained for that Allocation until the completion of the action and resolution of all issues which arise from it or until the end of the three (3) year period, whichever is later.

16. NOTICES

A Party to this Agreement may give notice to the other Party by sending an email and receiving acknowledgement of its receipt. Such notice shall be effective when received. Each Party has the responsibility of keeping notice contact information accurate and current. Contact information is specified in Exhibit A, Contacts. Updates to contacts should be posted to swpcontacts.baccc.net

17. TERMINATION

Either Party may terminate this Agreement, with or without cause upon thirty (30) days written notice served upon the other Party. Notice shall be deemed served on the date of mailing. Upon termination, or notice thereof, the Parties agree to cooperate with one another in the orderly transfer of contract responsibilities, records, and pertinent documents.

The obligations of Fiscal Agent under this Agreement are contingent upon the availability of State funds, as applicable, for the reimbursement of expenditures to the Subrecipient. In the event that such funding is terminated or reduced, Fiscal Agent shall provide the Subrecipient with written notification of such determination and Fiscal Agent shall reimburse the Subrecipient for costs incurred up to the termination date insofar as it is able to do so from the pool of remaining State funds allocated to the Fiscal Agent. If Subrecipient has not fully spent funds advanced by the Fiscal Agent, Subrecipient agrees to return to Fiscal Agent funds unspent as of the date of reduction or termination. Notice shall be deemed served on the date of receipt by the Subrecipient; with receipt determined by certified mail delivery confirmation. Upon termination or reduction, or notice thereof, the Parties agree to cooperate with one another in the orderly transfer of contract responsibilities, records, and pertinent documents.

18. DISPUTES

In the event of a dispute between the Parties, the aggrieved Party shall notify the other Party and

provide a detailed description of the alleged problem. The Parties agree to use reasonable efforts to resolve such dispute by good faith negotiations and mutual agreement. In the event such informal resolution is not successful within a reasonable period of time, the Parties hereby agree that such dispute will be resolved in the manner specified below.

Except as otherwise provided in this Agreement, any dispute concerning any question arising under this Agreement shall be decided by the Fiscal Agent and/or the Prime Sponsor. In such a case, the decision shall be reduced to writing and a copy thereof shall be mailed or otherwise furnished to the Subrecipient. The decision shall be final and conclusive unless within thirty (30) calendar days from the mailing or delivery of such copy, the Fiscal Agent receives from Subrecipient a written request to appeal said decision. Pending final decision of the appeal, Subrecipient shall act in accordance with the written decision of the Fiscal Agent or the Prime Sponsor, whichever is the final arbiter of the dispute. The handling of non-criminal complaints, including discrimination complaints, and complaints and reports of criminal fraud, waste and abuse shall be as prescribed by the State of California, and/or the Prime Sponsor, whichever is applicable, in accordance with applicable provisions of the Code of Federal Regulations.

19. INDEMNIFICATION

Each Party to this Agreement agrees to defend, indemnify, and hold harmless the other Parties, their officers, agents, employees, and volunteers, from and against all loss, cost, and expense arising out of any liability or claim of liability, sustained or claimed to have been sustained, arising out of activities, or its performance or nonperformance of obligations under this Agreement, of the indemnifying Party, or those of any of its officers, agents, employees, or volunteers. The provisions of this Article do not apply to any damage or losses caused solely by the negligence or willful misconduct of the Parties seeking indemnification or any of its agents or employees.

20. INSURANCE

Acceptance of this agreement constitutes that Subrecipient is not covered under Fiscal Agent's general liability insurance and that Subrecipient agrees, during the term of this Agreement, to maintain, at the Subrecipient's sole expense, all necessary insurance for its officers, agents, and employees, including but not limited to worker's compensation (if required by law), liability, disability, and unemployment insurance. Certificates of insurance shall be provided to Fiscal Agent. Specifically, during the term of this agreement, Subrecipient shall maintain in full force and effect the kinds of insurance, containing the limits of liability set forth below:

- A. Workers' Compensation – Subrecipient shall comply with the workers' compensation law of the state wherein the services are to be rendered. Such policy shall provide coverage for all persons engaged in the activities described in this agreement under the employ, supervision or control of Subrecipient, and is exempt from the requirement of naming the Fiscal Agent as Additionally Insured

- B. General Liability - The policy shall contain a combined single limit of liability of not less than \$2,000,000 per occurrence and not less than \$5,000,000 in the aggregate.
- C. Automobile Liability - If automotive vehicles are operated by Subrecipient in Subrecipients performance of Subrecipient's obligations under this agreement, Subrecipient shall maintain an automobile liability policy which shall include coverage on all owned, non-owned and hired vehicles and shall have a minimum limit of liability of not less than \$1,000,000 per occurrence.

Coverage shall be placed with an insurer having a Best's Key Rating of "A-" or better. Subrecipient shall furnish Fiscal Agent with Certificates of Insurance evidencing such coverage. Such Certificate shall name Fiscal Agent as additional insureds, and provide that it can be cancelled only with thirty (30) days prior written notice to Fiscal Agent. If any of the foregoing coverages expire, change, or are canceled, Subrecipient shall notify Fiscal Agent within thirty (30) days prior to the effective date of such expiration, change or cancellation.

The following sentence shall be included in the additional insured endorsements:

"Cabrillo Community College District, its Governing Board, as individuals and as an entity, its officers, directors, employees, and volunteers, are hereby named as additional insured, with respect to all work performed by or on behalf of the named insured under its contract with the Certificate Holder."

21. INDEPENDENT CONTRACTOR

The Subrecipient, in the performance of this Agreement, shall be and act as independent contractors and not as employees of Fiscal Agent. The Subrecipient understands and agrees that it and all of its employees shall not be considered officers, employees or agents of the Fiscal Agent, and are not entitled to benefits of any kind or nature normally provided to employees of the Fiscal Agent and/or to which Fiscal Agent's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. The Subrecipient assumes full responsibility for its acts and/or liabilities including those of its employees or agents as they relate to the services provided under this Agreement. The Subrecipients shall assume full responsibility for withholding and payment of all: federal, state, local and applicable income taxes; workers' compensation; contributions, including but not limited to, unemployment insurance and social security with respect to the Subrecipient's employees. The Fiscal Agent will not withhold taxes, unemployment insurance or social security for the Subrecipient's employees or independent subcontractors. The Subrecipient agrees to indemnify and hold the Fiscal Agent harmless from and against any and all liability arising from any failure of the Subrecipient to withhold or pay any applicable tax, unemployment insurance or social security when due.

22. ASSURANCES

By signing this Agreement the Parties certify they will comply with the terms and conditions outlined in the Strong Workforce Program established by Education Code Sections 88820-88826, and with the guidance documents provided by the California Community College Chancellor's Office as posted on the

Guidance section of the Strong Workforce Program website: strongworkforce.net

By signing this Agreement the Subrecipient certifies that it complies with state and federal requirements for Standards of Conduct, Workers' Compensation Insurance, Participation in Grant-Funded Activities, Non-Discrimination, Accessibility for Persons with Disabilities, Drug-Free Workplace Certification, Intellectual Property, and Debarment and Suspension, and will adhere to these legal standards and requirements in the performance of work related to this Agreement.

23. COMPLIANCE WITH APPLICABLE LAWS

Contractor shall be subject to and shall comply with all Federal, State and local laws and regulations applicable with respect to its performance of services under this Agreement.

25. WAIVER

Any waiver by Fiscal Agent of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term. Failure on the part of Fiscal Agent to require full, exact, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms of this Agreement, or stopping Fiscal Agent from enforcing the terms of this Agreement.

26. ORDER OF PRECEDENCE

Any inconsistency or conflict between provisions in this agreement shall be resolved by giving precedence in the following order: (a) Exhibit B; (b) Regional Fund Agreement.

27. SEVERABILITY

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect without being impaired or invalidated in any way.

28. AGREEMENT IS COMPLETE

No amendment, alteration or variation of the terms of this Agreement shall be valid unless made in writing, signed by the Parties, and approved as required. No oral understanding or agreement not incorporated in this Agreement is binding on any of the Parties.

29. SIGNATURES

By signing below, the Parties agree to the terms and conditions set forth in this Agreement, which terms and conditions, upon such signatures, shall be incorporated into and become a part of the Agreement between the Cabrillo Community College District and Solano CCD on behalf of Solano Community College, and are binding upon the Parties without any further action by the Parties.

IN WITNESS WHEREOF, all Parties agree.

FISCAL AGENT
Cabrillo Community College District
Alex Strudley
Director, Procurement and General Services

SUBRECIPIENT
Solano CCD
Susan Wheet
Vice President of Finance and Administration

(signature)




(signature)

(date)

04/23/2024

(date)

Solano Community College
Celia Esposito-Noy
Superintendent-President



(signature)

4/23/24

(date)

Exhibit A - Contacts Strong Workforce Program Fund Agreement

Solano Community College

<p>Primary SWP Contact Person with primary responsibility for managing the SWP portfolio of investments at the college. Generally a CTE administrator.</p>	<p>Damien Hansen Grants Manager damien.hansen@solano.edu (707) 863-7840 Solano CCD 4000 Suisun Valley Road Fairfield, CA 94534</p>	
<p>Authorized Signers Person authorized to sign contracts on behalf of the college.</p>	<p>Susan Wheat Vice President of Finance and Administration Susan.Wheat@solano.edu (707) 863-7209 Solano CCD 4000 Suisun Valley Road Fairfield, CA 94534</p>	<p>Celia Esposito-Noy Superintendent-President Celia.Esposito-Noy@solano.edu (707) 863-7820 Solano CCD 4000 Suisun Valley Road Fairfield, CA 94534</p>
<p>Fiscal Contact Person responsible for submitting or reviewing the financial reports to ensure they are backed up in General Ledger system. Usually from the college or district's business office.</p>	<p>Shannon Beckham Director of Business Services Shannon.Beckham@solano.edu (707) 863-7810 Solano CCD 4000 Suisun Valley Road Fairfield, CA 94534</p>	<p>Lisa Neeley Vice President of Student Services Lisa.Neeley@solano.edu (707) 863-7159 Solano CCD 4000 Suisun Valley Road Fairfield, CA 94534</p>
<p>Reporting Contact Person responsible for submitting progress reports. May be the same as the Primary SWP Contact.</p>	<p>Janice David Accountant Janice.David@solano.edu (707) 864-7000 ext. 4413 Solano CCD 4000 Suisun Valley Road Fairfield, CA 94534</p>	
<p>BACCC/Cabrillo CCD</p>		
<p>BACCC Regional Operations Manager</p>	<p>Kate Raymundo kate@baccc.net 831-477-3246</p>	
<p>Director, Regional Fiscal Operations</p>	<p>Tootsie Torres tootsie@baccc.net 831-477-5555</p>	
<p>BACCC Website baccc.net baccc.net/swp-contracts</p>	<p>Mailing Address BACCC c/o Cabrillo College 6500 Soquel Drive Aptos, CA 95003</p>	

Exhibit B: BACCC Strong Workforce Program Approved Allocations (2023-24)

Between Cabrillo CCD, Fiscal Agent for BACCC and Solano CCD on behalf of

Solano Community College

Expenditure Period For Funds	Regional Direct-to- College Base Allocation	Regional Incentive Fund Allocation	RJV Fund Award	Funds Redirected FROM Another College	Funds Redirected TO Another College	TOTAL CONTRACT FUNDS
7/1/2023- 6/30/2025	613,268	102,110	0	0	27,500	687,878

OUTGOING TRANSFER DETAILS

Reason	Outgoing	Transferring Institution
#RJV8 BACCC NetLab - Regional Private Cloud	(10,000)	Bay Area
#RJV8 Bay Area Summer CyberCamps (College Credit/Non-Credit)	(10,000)	Bay Area
#RJV8 Public Safety Ongoing Investment	(5,000)	Los Medanos College
#RJV8 Nurse Educators - Building Our Own	(2,500)	Bay Area

BACCC REVIEW

Rock Pfothauer, BACCC Chair

(date)

By signing below, the Parties agree to the terms and conditions set forth in the Master Agreement between the Cabrillo Community College District and Solano CCD, and are binding upon the Parties without any further action by the Parties.

FISCAL AGENT

Cabrillo Community College District
Alex Strudley
Director of Procurement and General Services

(signature)

(date)

SUBRECIPIENT

Solano CCD
Susan Wheat
Vice President of Finance and Administration



(signature)

04/23/2024

(date)

Celia Esposito-Noy
Superintendent-President
Solano Community College



(signature)

4/23/24

(date)

AGENDA ITEM 13.(n)
MEETING DATE May 15, 2024

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

TO: Members of the Governing Board

**SUBJECT: AMENDMENT TO EARLY HEAD START-CHILD CARE
PARTNERSHIP CONTRACT**

REQUESTED ACTION:

Information OR Approval
 Consent OR Non-Consent

SUMMARY:

Board approval of amendment increasing the existing contract by \$12,000.00 to pay for facility and outdoor space improvements to meet health and safety requirements.

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: \$12,000</i>
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SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Lisa Neeley
Vice President, Student Services
PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534
ADDRESS

(707) 864-7159
TELEPHONE NUMBER

Lisa Neeley, M.F.A.
VICE PRESIDENT APPROVAL

May 2, 2024
**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

May 15, 2024
**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**



Amendment to Early Head Start – Child Care Partnership Contract

As of May 1, 2024, the contract entitled *Early Head Start-Child Care Partnership Child Care Center Annual Contract* between Solano Community College and Child Start, Inc. will be changed as follows:

May 1, 2024 Amendment

Add the following under “Child Start agrees to:”

9. Child Start agrees to pay for facility and outdoor space improvements to meet health and safety requirements per California Community Care Licensing and Head Start Performance Standards, not to exceed the amount of **\$12,000**. The Provider must submit a full scope of work with projected costs to Child Start for approval. Payment for materials and facility improvements may be contingent upon approval from the Head Start Region IX Office.

APPROVED BY:
Child Start Incorporated

APPROVED BY:
Solano Community College

Juan Cisneros, Executive Director
439 Devlin Road
Napa, CA 94558
P: 707-252-8931 ext. 2854
E: jcisneros@childstartinc.org

Celia Esposito-Noy, Superintendent President
4000 Suisun Valley Road,
Fairfield, CA 94534
P: 707-864-7120
E: celia.esposito-noy@solano.edu

Date: 5/1/2024

Date: _____

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

TO: Members of the Governing Board

**SUBJECT: FY 2023-2024 BUDGET UPDATE AND CCFS-311Q
 FINANCIAL REPORT, 3rd QUARTER**

REQUESTED ACTION:

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

SUMMARY:

AB 2910, Chapter 1486, Statutes of 1986, requires California community college districts to report quarterly on their financial condition. VP Susan Wheet will present the budget report with anticipated changes, based on the end of the third quarter 2023-2024 expenditures and needs. Additionally, the CCFS-311Q quarterly financial report for the third quarter of FY 2023-2024 is attached for the Board's review and information.

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>Government Code:</i>	<i>Board Policy: 3020</i>	<i>Estimated Fiscal Impact:</i>
SUPERINTENDENT'S RECOMMENDATION:	<input type="checkbox"/> APPROVAL	<input type="checkbox"/> DISAPPROVAL
	<input checked="" type="checkbox"/> NOT REQUIRED	<input type="checkbox"/> TABLE

Susan Wheet
 Vice President, Finance & Administration

PRESENTER'S NAME

4000 Suisun Valley Road
 Fairfield, CA 94534

ADDRESS

707 864-7209

TELEPHONE NUMBER

Susan Wheet
 Finance & Administration

VICE PRESIDENT APPROVAL

May 3, 2024

DATE SUBMITTED TO

SUPERINTENDENT-PRESIDENT

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

May 15, 2024

DATE APPROVED BY

SUPERINTENDENT-PRESIDENT

**2023-24 Budget Update
As of 03/31/2024**

Table of Contents:

2023-24 Budget Update (3rd Quarter):

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Informational Items:

CCFS – 311Q Report (Quarterly Financial Status Report)	10
2022-23 Audit Findings Update.....	11

Budget Update Summary End of 3rd Quarter 2023-24

Fund 11 - Unrestricted Revenue:

- Decrease in Base Allocation due to estimated enrollments – this will change as the new enrollments for 2023-24 are certified in period 2.
- 2022-23 FTES re-certification decreased from \$5.88M to \$752,317
- Anticipate year-end final allocations to be approx. \$1M higher

Fund 11 - Unrestricted Expenses:

- Increase in salaries/benefits due to approx. \$3.5M in one-time funds pay out for 2022-23 surplus
- Minor increases in supplies/materials and operating services
- Decrease in Capital Outlay
- Maintaining Contingency appropriation as a safety

Fund 11 - Unrestricted Ending Fund Balance & Composition:

- Beginning Fund Balance – Final Numbers after audit completion. Includes surplus from 2022-23
- Year-End Bucket allocation for the 2022-23 Surplus (80%) put in expenditures budget, so taken out of reserve,
- No potential surplus for 2023-24, so no Year End Bucket Distribution (80%)
- Potential Technology/Non-Capitol Expense Reserve (20%) of 2022-23 surplus only
- Required Board 5% reserve increased due to expenses increasing
- Board Required Reserve plus Stability Reserve = 23% (State recommends a minimum of 2 months or 16.7%, SCC 2 months = approx. 18.42%)

Fund 12 and Fund 13- Federal and State Restricted Funds:

- Small adjustments to align with fundings and expenditures

UNRESTRICTED FUND

	<i>Adopted Budget</i>	<i>after 9/30</i> Budget Update end of Qtr 1	<i>after 12/31</i> Budget Update end of Qtr 2	<i>after 3/31</i> Budget Update end of Qtr 3
	2023-24	2023-24	2023-24	2023-24
REVENUES:				
Base Allocation (FTES & Basic Alloc.)	\$ 48,764,617	\$ 46,518,518	\$ 48,175,791	\$ 47,205,957
Supplemental Allocation	\$ 9,180,059	\$ 9,180,060	\$ 9,180,060	\$ 9,467,440
Student Success Allocation	\$ 6,663,854	\$ 6,663,853	\$ 6,663,853	\$ 6,754,470
Sub Total	\$ 64,608,530	\$ 62,362,431	\$ 64,019,704	\$ 63,427,867
<u>23/24 FY</u>				
State General Apportionment - Reallocation from 2022-23	\$ -	\$ 5,884,371	\$ 5,884,371	\$ 752,317
Other State Revenue	\$ 1,269,217	\$ 858,546	\$ 858,546	\$ 858,546
GFU-Pell Admin & Interest	\$ 45,877	\$ 45,877	\$ 45,877	\$ 45,877
Other revenues	\$ -	\$ -	\$ 410,669	\$ 410,669
TOTAL REVENUES	\$ 65,923,624	\$ 69,151,225	\$ 71,219,167	\$ 65,495,276
EXPENDITURES:				
Academic Salaries	\$ 25,604,998	\$ 25,604,998	\$ 25,604,998	\$ 27,460,978
Classified Salaries	\$ 13,315,224	\$ 13,315,224	\$ 13,329,224	\$ 14,527,924
Benefits	\$ 16,893,937	\$ 16,893,937	\$ 16,893,937	\$ 17,236,262
Supplies and Materials	\$ 865,929	\$ 1,029,929	\$ 1,070,602	\$ 1,112,702
Operating Services	\$ 10,163,330	\$ 10,204,330	\$ 10,240,156	\$ 10,380,856
Capital Outlay	\$ 392,970	\$ 392,970	\$ 362,970	\$ 273,670
Other Outgo	\$ 340,000	\$ 340,000	\$ 340,000	\$ 340,000
Contingency appropriation	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000
GFU-Pell Admin	\$ 45,877	\$ 45,877	\$ 45,877	\$ 45,877
Other awards	\$ -	\$ -	\$ 410,669	\$ 410,669
TOTAL EXPENDITURES	\$ 67,872,265	\$ 68,077,265	\$ 68,548,433	\$ 72,038,938
NET FUND BALANCE INCREASE (DECREASE)	\$ (1,948,641)	\$ 1,073,960	\$ 2,670,733	\$ (6,543,663)

UNRESTRICTED FUND – ENDING FUND BALANCE

	<i>Adopted Budget</i>	<i>after 9/30</i> Budget Update end of Qtr 1	<i>after 12/31</i> Budget Update end of Qtr 2	<i>after 3/31</i> Budget Update end of Qtr 3
	<i>2023-24</i>	<i>2023-24</i>	<i>2023-24</i>	<i>2023-24</i>
NET FUND BALANCE INCREASE (DECREASE)	\$ (1,948,641)	\$ 1,073,960	\$ 2,670,733	\$ (6,543,663)
BEGINNING FUND BALANCE	\$ 30,385,877	\$ 28,437,237	\$ 37,890,826	\$ 37,890,826
Prior Year Adjustments to Fund Balance			\$ -	\$ -
Adjusted Beginning Fund Balance (Audited Fin Stmnts)			\$ -	\$ -
ENDING FUND BALANCE	\$ 28,437,236	\$ 29,511,197	\$ 40,561,559	\$ 31,347,163
FUND BALANCE COMPOSITION/RATIO:				
Year-End Bucket for 2022-23			\$ 3,476,849	
Potential Year End Bucket (Distributed in Oct 2024)	\$ -	\$ 859,168	\$ 2,136,587	\$ -
Potential Technology/ Non- Capitol Expense Reserve (from the 2022-23 Surplus)	\$ -	\$ 214,792	\$ 1,403,359	\$ 869,212
Potential Salary Improvements	\$ 5,400,000	\$ 5,400,000	\$ 5,400,000	\$ 5,400,000
STRS/PERS Premium Reserve	\$ 4,525,000	\$ 4,525,000	\$ 4,525,000	\$ 4,525,000
Designated Reserve: OPEB Liability	\$ 4,000,000	\$ 4,000,000	\$ 4,000,000	\$ 4,000,000
Board Required Minimum 5% Reserve	\$ 3,393,613	\$ 3,403,863	\$ 3,427,422	\$ 3,601,947
Stability Reserve	\$ 11,118,624	\$ 11,108,374	\$ 16,192,343	\$ 12,951,004
ENDING FUND BALANCE	\$ 28,437,237	\$ 29,511,197	\$ 40,561,560	\$ 31,347,163
Fund Balance / Reserve Ratio	41.9%	43.3%	59.2%	43.5%

RESTRICTED FUNDS – FEDERAL

	<i>Adopted Budget</i>	<i>after 9/30</i> Budget Update end of Qtr 1	<i>after 12/31</i> Budget Update end of Qtr 2	<i>after 3/31</i> Budget Update end of Qtr 3
	<i>2023-24</i>	<i>2023-24</i>	<i>2023-24</i>	<i>2023-24</i>
REVENUES:				
Federal Sources	\$ 770,766	\$ 767,178	\$ 767,178	\$ 772,618
EXPENDITURES:				
Federal Programs -				
CARES/HEERF	\$ -	\$ -	\$ -	\$ -
College Work Study	\$ 175,855	\$ 175,855	\$ 175,855	\$ 175,855
Perkins	\$ 448,867	\$ 448,867	\$ 448,867	\$ 448,867
TANF/Calworks	\$ 46,000	\$ 42,453	\$ 42,453	\$ 42,453
Veterans 38	\$ 20,044	\$ 19,338	\$ 19,338	\$ 24,778
FCKE	\$ 80,000	\$ 80,665	\$ 80,665	\$ 80,665
TOTAL Federal Programs	\$ 770,766	\$ 767,178	\$ 767,178	\$ 772,618

RESTRICTED FUNDS – STATE

	<i>Adopted Budget</i>	<i>after 9/30</i> Budget Update end of Qtr 1	<i>after 12/31</i> Budget Update end of Qtr 2	<i>after 3/31</i> Budget Update end of Qtr 3
	2023-24	2023-24	2023-24	2023-24
REVENUES:				
State Sources	\$ 40,485,834	\$ 40,396,058	\$ 43,309,191	\$ 43,057,745
EXPENDITURES:				
State Programs -				
Student Equity & Achievement	\$ 7,138,071	\$ 7,085,071	\$ 7,085,071	\$ 7,085,071
Strong Workforce (Local)	\$ 4,886,353	\$ 4,919,019	\$ 4,919,019	\$ 4,919,019
Strong Workforce (Regional)	\$ 2,397,860	\$ 2,397,352	\$ 2,397,352	\$ 2,360,352
Physical Plant & Instructional Support	\$ 3,731,805	\$ 3,785,024	\$ 3,785,024	\$ 3,785,024
EOPS	\$ 1,121,697	\$ 1,121,697	\$ 1,121,697	\$ 1,121,697
DSPS	\$ 870,857	\$ 871,119	\$ 870,857	\$ 870,857
College Promise	\$ 1,654,841	\$ 1,654,841	\$ 1,654,841	\$ 1,654,841
Interfund Transfers/Other Outgo	\$ 349,765	\$ 349,765	\$ 349,765	\$ 349,765
Financial Aid Administration (SFAA-BFAP)	\$ 371,290	\$ 371,290	\$ 371,290	\$ 371,290
Lottery	\$ 1,422,296	\$ 1,847,397	\$ 1,847,397	\$ 1,847,397
Covid Recovery Block Grant (one time fund)	\$ 1,788,430	\$ 1,767,988	\$ 1,767,988	\$ 1,767,988
LAEP	\$ 1,200,630	\$ 1,200,630	\$ 1,200,630	\$ 1,200,630
Undocumented Rrscs Liaisons	\$ 183,539	\$ 243,692	\$ 243,692	\$ 243,692
NextUp	\$ 1,351,276	\$ 1,351,276	\$ 1,351,276	\$ 1,351,276
EEO	\$ 315,558	\$ 315,558	\$ 315,558	\$ 176,758
Equal Employment Opportunity	\$ 261,269	\$ 261,269	\$ 261,269	\$ 261,269
FCKE	\$ 175,563	\$ 169,625	\$ 169,625	\$ 169,625
Local Systemwide Tech Data Security	\$ 335,000	\$ 335,000	\$ 510,000	\$ 510,000
CARE	\$ 267,141	\$ 267,141	\$ 267,141	\$ 267,141
Culturally Responsive Pedagogy & Practices	\$ 296,490	\$ 296,490	\$ 296,490	\$ 296,490
Culturally Comp-Faculty Prof Dev (one-time)	\$ 2,461	\$ 2,461	\$ 2,461	\$ 2,461
Culturally Comp-Faculty Prof Dev	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000
Nursing	\$ 178,670	\$ 178,670	\$ 178,670	\$ 178,670
Student Retention and Outreach	\$ 1,716,326	\$ 1,102,894	\$ 1,102,894	\$ 1,102,894
MESA	\$ 1,548,576	\$ 1,552,039	\$ 1,552,039	\$ 1,552,039
Adult Block Ed	\$ 44,784	\$ 44,784	\$ 44,784	\$ 44,784
Zero Textbook	\$ 180,000	\$ 180,000	\$ 180,000	\$ 180,000
SUBTOTAL PAGE 1	\$ 33,940,548	\$ 33,822,092	\$ 33,996,830	\$ 33,821,030

RESTRICTED FUNDS – STATE (continued)

	<i>Adopted Budget</i>	<i>after 9/30</i> Budget Update end of Qtr 1	<i>after 12/31</i> Budget Update end of Qtr 2	<i>after 3/31</i> Budget Update end of Qtr 3
	<i>2023-24</i>	<i>2023-24</i>	<i>2023-24</i>	<i>2023-24</i>
	\$	\$	\$	\$
SUBTOTAL PAGE 1	\$ 33,940,548	\$ 33,822,092	\$ 33,996,830	\$ 33,821,030
Asian-American, Native Hawaiian & Pacific Islander	\$ 150,697	\$ 280,297	\$ 280,297	\$ 280,297
Financial Aid Technology	\$ 164,568	\$ 164,568	\$ 164,568	\$ 164,568
Student Success Completion	\$ 1,635,072	\$ 1,635,072	\$ 1,635,072	\$ 1,635,072
Guided Pathways	\$ 591,004	\$ 591,004	\$ 591,004	\$ 308,004
Mental Health Services	\$ 354,959	\$ 354,959	\$ 354,959	\$ 354,959
CCPG (BFAP Admin) - transferred to 1100/GFU	\$ 412,820	\$ -	\$ -	\$ -
Classified Prof Development (One-time)	\$ 12,892	\$ 12,892	\$ 12,892	\$ 12,892
Basic Needs Services	\$ 603,016	\$ 381,193	\$ 159,393	\$ 159,393
Basic Needs Center	\$ 569,234	\$ 569,234	\$ 569,234	\$ 569,234
Student Food & Housing Supp	\$ 632,016	\$ 632,016	\$ 632,016	\$ 689,580
Rising Scholars	\$ 212,459	\$ 212,459	\$ 212,459	\$ 284,530
Textbook Reimb-Teaching Incar (one-time)	\$ 200,000	\$ 200,000	\$ 200,000	\$ 250,000
LGBTQ+	\$ 63,918	\$ 129,243	\$ 129,243	\$ 129,243
CCC Equitable Placement & Completion	\$ 504,623	\$ 504,623	\$ 504,623	\$ 504,623
Deaf and Hard of Hearing	\$ 110,833	\$ 110,833	\$ 110,833	\$ 110,833
Transfer Ed amd Articulation - Seamless Transfer	\$ 48,695	\$ 48,695	\$ 48,695	\$ 48,695
Instructional Equipment (one-time)	\$ 107,562	\$ 107,562	\$ 107,562	\$ 107,562
RERP	\$ 59,692	\$ 59,692	\$ 59,692	\$ 59,692
Rancho Santiago CCCD	\$ 18,578	\$ 18,578	\$ 18,578	\$ 18,578
Statewide Technology & Data Security	\$ 59,138	\$ 59,138	\$ 59,138	\$ 59,138
Hunger Free Campus	\$ 11,631	\$ 11,631	\$ 11,631	\$ 11,631
Zero Textbook Costs	\$ 21,879	\$ 21,879	\$ 21,879	\$ 21,879
Veterans Resource Center (one-time)	\$ -	\$ 40,373	\$ 40,373	\$ 40,373
Veterans Resource Center (ongoing)	\$ -	\$ 329,025	\$ 329,025	\$ 329,025
Cal LAW	\$ -	\$ 99,000	\$ 99,000	\$ 99,000
A2MEND	\$ -	\$ -	\$ 37,024	\$ 37,024
Hire Up Program	\$ -	\$ -	\$ 1,750,000	\$ 1,750,000
Rising Scholars - Juvenile Justice Program	\$ -	\$ -	\$ 607,954	\$ 607,954
Student Transfer Achievement	\$ -	\$ -	\$ 565,217	\$ 565,217
CESAP	\$ -	\$ -	\$ -	\$ 27,719
SUBTOTAL PAGE 2	\$ 6,545,286	\$ 6,573,966	\$ 9,312,361	\$ 9,236,715
TOTAL State Programs	\$ 40,485,834	\$ 40,396,058	\$ 43,309,191	\$ 43,057,745

RESTRICTED FUNDS – LOCAL

	<i>Adopted Budget</i>	<i>after 9/30</i> Budget Update end of Qtr 1	<i>after 12/31</i> Budget Update end of Qtr 2	<i>after 3/31</i> Budget Update end of Qtr 3
	<i>2023-24</i>	<i>2023-24</i>	<i>2023-24</i>	<i>2023-24</i>
REVENUES:				
Local Sources - actual	\$ 5,769,286	\$ 6,066,197	\$ 4,543,025	\$ 5,246,235
Local Sources - projected/future awards			\$ 2,401,262	\$ 1,940,382
TOTAL REVENUES	\$ 5,769,286	\$ 6,066,197	\$ 6,944,287	\$ 7,186,617
EXPENDITURES:				
Local Programs -				
Facilities-Campus Reservations	\$ 370,869	\$ 370,869	\$ 304,581	\$ 342,621
President's SCC-Local Funds	\$ 680,462	\$ 684,869	\$ 713,975	\$ 733,630
Health Center	\$ 617,177	\$ 912,249	\$ 1,237,477	\$ 1,259,249
Parking	\$ 418,828	\$ 418,828	\$ 727,667	\$ 836,044
Graphics Dept	\$ 52,418	\$ 52,418	\$ 62,142	\$ 84,970
SCC Theatre	\$ 53,597	\$ 53,597	\$ 183,153	\$ 63,494
UC Berkeley-Puente	\$ 53,067	\$ 85,226	\$ 46,078	\$ 46,078
Athletic Teams	\$ 72,689	\$ 66,776	\$ 79,760	\$ 81,141
CIRM (5-year grant) - reimbursable	\$ 2,812,443	\$ 2,812,443	\$ 2,812,443	\$ 2,812,443
NIIMBL - reimbursable	\$ 31,788	\$ 82,956	\$ 46,362	\$ 46,362
Other Local Programs	\$ 605,947	\$ 525,966	\$ 730,648	\$ 880,585
TOTAL EXPENDITURES	\$ 5,769,286	\$ 6,066,197	\$ 6,944,286	\$ 7,186,617
NET FUND BALANCE INCREASE (DECREASE)	\$ 0	\$ -	\$ 0	\$ 0

OUTLOOK ON OTHER FUNDS

Fund Number	Fund Name	Estimated Ending Fund Balance at Adopted Budget	Beginning Fund Balance to Audited Fund Balance*	Revenues Projected as of 3rd Quarter	Expenses/ Disbursements Projected as of 3rd Quarter	Ending Fund Balance Projected as of 3rd Quarter
Fund 21	Debt Services	\$3,728,988	(\$964,734)	\$17,367,928	\$17,367,928	(\$964,734)
Fund 33	Child Development	\$79,265	\$157,713	\$1,624,341	\$1,647,812	\$134,242
Fund 41	Capital Outlay	\$4,779,929	\$6,405,744	\$990,000	\$600,000	\$6,795,744
Fund 42	Measure Q	\$13,821,893	\$66,459,161	\$31,771,000	\$51,205,221	\$47,024,940
Fund 72	Student Rep Fee	\$66,996	\$66,987	\$90,599	\$89,327	\$68,259
Fund 73	Student Body Center Fee	\$209,382	\$258,012	\$24,215	\$86	\$282,140
Fund 74	Finance Aid	\$17,546,566	\$350	\$12,931,506	\$9,654,222	\$350
Fund 81	ASSC and Clubs	\$256,772	\$244,663	\$282,241	\$282,241	\$244,663

311Q REPORT TO STATE

Fiscal Year: 2023		Quarter Ended: 3		As of June 30 for the fiscal year specified			
Line	Description	Actual 2020-2021	Actual 2021-2022	Actual 2022-2023	Projected 2023-2024		
Unrestricted General Fund Revenue, Expenditure and Fund Balance:							
A.	Revenues:						
A.1	Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)	60,680,342	59,481,760	63,831,855	65,038,730		
A.2	Other Financing Sources (Object 8900)	10,120	526,945	0	0		
A.3	Total Unrestricted Revenue (A.1 + A.2)	60,690,462	60,008,705	63,831,855	65,038,730		
B.	Expenditures:						
B.1	Unrestricted General Fund Expenditures (Objects 1000-8000)	51,181,211	53,587,740	59,131,742	71,242,392		
B.2	Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	33,439	0	6,006	340,000		
B.3	Total Unrestricted Expenditures (B.1 + B.2)	51,214,650	53,587,740	59,137,748	71,582,392		
C.	Revenues Over(Under) Expenditures (A.3 - B.3)	9,475,812	6,420,965	4,694,107	(6,543,662)		
D.	Fund Balance, Beginning	18,866,811	26,775,754	33,196,719	37,890,826		
D.1	Prior Year Adjustments + (-)	(1,566,869)	0	0	0		
D.2	Adjusted Fund Balance, Beginning (D + D.1)	17,299,942	26,775,754	33,196,719	37,890,826		
E.	Fund Balance, Ending (C. + D.2)	26,775,754	33,196,719	37,890,826	31,347,164		
F.1	Percentage of GF Fund Balance to GF Expenditures (E. / B.3)	52.3%	61.9%	64.1%	43.8%		

		As of the specified quarter ended for each fiscal year			
Line	Description	2020-2021	2021-2022	2022-2023	2023-2024
Total General Fund Cash Balance (Unrestricted and Restricted)					
H.1	Cash, excluding borrowed funds	14,545,054	29,394,964	36,172,549	31,002,075
H.2	Cash, borrowed funds only	0	0	0	0
H.3	Total Cash (H.1+ H.2)	14,545,054	29,394,964	36,172,549	31,002,075

Line	Description	Adopted Budget (Col. 1)	Annual Current Budget (Col. 2)	Year-to-Date Actuals (Col. 3)	Percentage (Col. 3/Col 2.)
Unrestricted General Fund Revenue, Expenditure and Fund Balance:					
I.	Revenues:				
I.1	Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)	65,923,624	65,038,730	42,707,493	65.7%
I.2	Other Financing Sources (Object 8900)	0	0	0	
I.3	Total Unrestricted Revenue (I.1 + I.2)	65,923,624	65,038,730	42,707,493	65.7%
J.	Expenditures:				
J.1	Unrestricted General Fund Expenditures (Objects 1000-8000)	67,532,264	71,242,392	50,956,490	71.5%
J.2	Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	340,000	340,000	320,000	94.1%
J.3	Total Unrestricted Expenditures (J.1 + J.2)	67,872,264	71,582,392	51,276,490	71.6%
K.	Revenues Over(Under) Expenditures (I.3 - J.3)	(1,948,640)	(6,543,662)	(8,568,997)	
L.	Fund Balance, Beginning	28,437,237	37,890,826	37,890,826	
L.1	Prior Year Adjustments + (-)	0	0	0	
L.2	Adjusted Fund Balance, Beginning (L + L.1)	28,437,237	37,890,826	37,890,826	
M.	Fund Balance, Ending (K. + L.2)	26,488,597	31,347,164	29,321,829	
N.	Percentage of GF Fund Balance to GF Expenditures (M. / J.3)	39.0%	43.8%		

2022-23 Audit Findings Update

2023-001: Student Eligibility and Awarding - Subsidized loan was less than maximum and an unsubsidized loan was still originated. **Resolved** (Response provided by the Dean of Financial Aid)

- This was a training issue that I believe has been corrected. We updated the procedure logs for loan awarding to underscore the importance of exhausting subsidized loans before unsubsidized loans.
- This was a one-off (not a systemic issue)

2023-002: Return of Title IV funds - not made within the 45 day timeline **Resolved, but...** (Response provided by the Dean of Financial Aid)

- We've updated the policies and procedures, put everyone through training on R2T4, and have added people to the R2T4 process so that calculations can be made in a timely manner.
- **HOWEVER:** an error in the setup for the term end date for Fall 2023 has required us to recalculate every R2T4 in calc (300+ calculations) and that will unavoidably be a repeat finding this audit season, as corrections are not exempt from the 45 day rule. It's a catch-22 built into the R2T4 regs which are very strict and unforgiving.

2023-003: NSLDS Enrollment Reporting **Resolved** (Response provided by the Dean of Financial Aid)

- This is an Admissions and Records function, but the issue was found and corrected during the audit, and we expect that it will be clean this year, with possible exception of the month or two of reporting that occurred prior to its discovery.
- Procedures were updated and staff were trained in new procedures

2023-004: 240 Days Outstanding Check - Title IV funds not delivered to students within 240 days of first disbursement **Resolved, but...** (Response provided by the Dean of Financial Aid)

- Upon request from the auditors for a list of all students who had pending Title IV payments, we ran a query looking for Title IV recipients with transactions flagged with an H on TGIACCD that still had an open status in the vendor detail history. We found 1076 students and provided that list. The actual status of those students was still being investigated when the audit closed, and we accepted it as an issue to be resolved in the upcoming months.
- The F/A team spent January to March investigating each of these 1076 students, verifying that the funds had indeed reached the students and, if not, rescinding the funds as required. The audit trail and time since original disbursement can be difficult to follow as there are repeated reissuances and cancellations. Nevertheless, I believe the consequences of NOT rescinding funds has been impressed upon staff members. I'll double-back and get the list of resolutions from the team.

2023-005: GLBA Compliance **In Process**

- Information Security policy was in draft form at time of audit
- The District is enacting a new *Board Policy #3910 – Information Security Policy* (attached as reference). The first reading of the new Information Security Policy is scheduled for presentation to the Board on May 15, 2024, with approval anticipated on June 5, 2024.

2023-006: Unallowable Costs - HEERF funds used to pay employee payroll **Resolved**

- Unallowable funds were transferred to another allowable fund in 2023-24

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

TO: Members of the Governing Board

**SUBJECT: FIRST READING OF REVISIONS OF ACADEMIC
AFFAIRS BOARD POLICIES**

REQUESTED ACTION:

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

SUMMARY:

The Governing Board establishes broad institutional policies and appropriately delegates responsibility to implement these policies. At this time Academic Affairs Board Policies 6105 and 6430 are being presented for First Reading. These policies were reviewed College Governance Council and will be presented for approval at the June 5, 2024 Governing Board meeting.

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: 1000</i>	<i>Estimated Fiscal Impact: N/A</i>
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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

707-864-7117

TELEPHONE NUMBER

David Williams, Ph.D.

VICE PRESIDENT APPROVAL

May 5, 2024

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

May 15, 2024

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

SOLANO COMMUNITY COLLEGE DISTRICT

PROGRAM DISCONTINUANCE

6105

POLICY: ~~Solano Community College shall establish procedures for the establishment, modification, continuance or discontinuance of courses or program. The institution's degree programs are congruent with its mission, are based on recognized higher education fields of study, are of sufficient content and length, are conducted at levels of quality and rigor appropriate to the degrees offered, and culminate in identified student outcomes.~~

~~Any approved procedures shall take into account the following issues: effects on students; college curriculum balance; educational and budget planning, including, but not limited to, the Education Master Plan, Facilities Master Plan, and the goals and objectives of the affected department; other relevant strategic planning documents; regional economics and training issues; and collective bargaining agreements.~~

~~The existence of these procedures should not be construed as an inducement to look for programs to discontinue or as a threat to avoid honest participation in an academic process such as Academic Program Review.~~

Solano Community College shall establish procedures for the consideration of discontinuance of programs not initiated by faculty through the regular curriculum processes. This process allows for a collaborative appraisal of factors such as enrollment, program completion, workforce currency and relevancy, institutional capacity, and budget constraints.

Approved procedures for invoking a program discontinuance review shall consider the following issues: effects on students; program redundancy; the goals and objectives of the affected department as identified in Program Review.

Possible outcomes of the Program Discontinuance include program modification or discontinuance.

**REFERENCES/
AUTHORITY:**

Title 5, Section 51022 and 551030

Education Code Section 78016

ACCJC Accreditation Standard II.A.15

ADOPTED:

June 20, 2007

REVISED:

March 1, 2017, **XXXXX**

SOLANO COMMUNITY COLLEGE DISTRICT

ACADEMIC FREEDOM

6430

BP 5580 protects freedom of expression of students, employees, and members of the public. The Solano Community College District **also** affirms its belief in the academic freedom of its ~~full and part-time~~ faculty and ~~students to engage in any campus or off-campus~~ teaching, studying, research, writing, and criticism deemed appropriate by such individuals to the spirit of free inquiry and the ~~pursuit of truth.~~ **in the following three areas, as laid out by the American Association of University Professors:**

Freedom in the classroom in discussing their subject, full freedom of research and in the publication of the results, and the freedom from institutional censorship or discipline in their extramural speech.

~~As stated in American Freedom and Tenure, 1969 (Handbook of American Association of University Professors):~~

~~... academic freedom consists in the absence of, or protection from, such restraints or pressures—chiefly in the form of sanctions, threatened by the state or church authorities or by the authorities, faculties, or students of colleges and universities, but occasionally also by other power groups in society—as are designed to create in the minds of academic scholars (teachers, research workers, and students in colleges and universities) fears and anxieties that may inhibit them from freely studying and investigating whatever they are interested in, and from freely discussing, teaching, or publishing whatever opinions they have reached.~~

Since these rights of academic freedom carry responsibilities with them, each faculty member ~~and student~~ should strive to be accurate, ~~should exercise appropriate restraint,~~ should show respect for the opinions of others, and will indicate that ~~he or she does~~ they do not speak, necessarily for the College.

AUTHORITY: California Code of Regulations, Title 5, Section 51023

ACCJC Accreditation Eligibility Requirement 20

ACCJC Accreditation Standard I.C.7

ADOPTED: December 19, 1984

REVISED: January 17, 2007; August 19, 2009; March 1, 2017, **XXXXX**

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

TO: Members of the Governing Board

**SUBJECT: FIRST READING OF INFORMATION SECURITY
 POLICY 3910**

REQUESTED ACTION:

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

The purpose of this new Board Policy 3910 is to establish mandatory minimum information security requirements for the District and define responsibilities pertaining to information and infrastructure asset protection, risk management, event response, system monitoring, and awareness promotion.

STUDENT SUCCESS IMPACT:

- Help our students achieve their educational, professional, and personal goals
- Basic skills education
- Workforce development and training
- Transfer-level education
- Other: Protection of confidentiality, integrity, and availability of information and infrastructure assets. Assurance of a secure and stable IT environment as well as regulatory compliance.

<i>Government Code:</i> <i>N/A</i>	<i>Board Policy:</i>	<i>Fiscal Impact:</i> <i>N/A</i>
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SUPERINTENDENT’S RECOMMENDATION:

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

Jon Cornelison
 Vice President, Technology Services

PRESENTER’S NAME

4000 Suisun Valley Road
 Fairfield, CA 94534

ADDRESS

707 864-7275

TELEPHONE NUMBER

Jon Cornelison
 Technology Services

VICE PRESIDENT APPROVAL

April 30, 2024

**DATE SUBMITTED TO
 SUPERINTENDENT-PRESIDENT**

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

May 15, 2024

**DATE APPROVED BY
 SUPERINTENDENT-PRESIDENT**

SOLANO COMMUNITY COLLEGE DISTRICT

INFORMATION SECURITY POLICY

3910

POLICY

This policy establishes the mandatory minimum information security requirements for the District and defines the responsibility to:

- Protect and maintain the confidentiality, integrity and availability of information and related infrastructure assets.
- Manage the risk of security exposure or compromise.
- ~~En~~Assure a secure and stable information technology (IT) environment.
- Identify and respond to events involving information asset misuse, loss or unauthorized disclosure.
- Monitor systems for anomalies that might indicate compromise.
- Promote and increase the awareness of information security.

SCOPE

This policy applies to all people, including but not limited to employees, interns, volunteers, contractors, subcontractors, consultants, service providers, and other third-parties, that use or access any IT resource for which the District has administrative responsibility (“users”), including systems managed or hosted by third parties on behalf of the District.

This policy encompasses all systems, automated and manual, for which the District has administrative responsibility, including systems managed or hosted by third parties on behalf of the organization. It addresses all information, regardless of the form or format, which is created or used in support of business activities of the entities.

AUTHORITY

This policy has been authorized and approved by the District’s Board of Trustees (“the Board”).

The Board formally designates the person serving in the role of Vice President of Technology to be the District’s Information Security Officer (ISO). The ISO shall be responsible for overseeing,

implementing, and enforcing the District's written Information Security Program.

Under this authority, the ISO shall periodically, but no less than annually, provide an update on the status of the Information Security Program to the Board.

INFORMATION SECURITY PRINCIPLES

This policy acknowledges that the operation of an institute of higher education is dynamic, and that no Information Security Policy or Program can account for every possible occurrence. Therefore, this policy seeks to establish principles that shall be used to guide all decision-making. These principles shall apply to all subsequent information security policies, programs, procedures, and plans.

- **Defense in Depth** – The District shall follow a principle of Defense in Depth, meaning that the organization shall not rely on ~~any~~ the application of any single safeguard to protect the confidentiality, integrity, and availability of the District's systems and data; instead, the District shall layer heterogeneous information security controls to ensure that the organization can prevent, detect, and/or recover from an information security event.
- **Least Privilege** – The District shall follow the Principle of Least Privilege, meaning that access to data and systems shall have only the minimum access feasible to perform the District's objectives. This principle shall apply to all access, whether individual or programmatic.
- **Non-repudiation** – The District shall set a standard of non-repudiation for all users, meaning that no user should have the ability to deny responsibility for performing a specific act on the District's systems or data.
- **Review of Key Controls** – The District shall periodically, but no less than annually, review the efficacy of key information security controls and safeguards identified in the District's Risk Assessment to ensure that they are functioning as designed and intended. This review may include both technical and non-technical testing of controls.
- **Risk Acceptance** – Executive Management, under the advisement of the ISO and based on the District's Risk Assessment and review of safeguards, shall be responsible for establishing the District's risk tolerance, as well as evaluating and accepting risk on behalf of the District.

- **Risk Assessment** – The District shall base the Information Security Program on a written risk assessment that identifies reasonably foreseeable internal and external risks to the security, confidentiality, integrity, and availability of District data and systems, and assesses the sufficiency of any safeguards in place to control these risks. The risk assessment shall be reviewed and updated periodically, but no less than annually.

ELEMENTS OF THE INFORMATION SECURITY PROGRAM

The District’s Information Security Program shall, at a minimum, include the following elements:

- Acceptable use of technology standards.
- Access control procedures and standards, including Multi-Factor Authentication (MFA).
- Change control procedures and standards.
- Continuity planning, including disaster recovery, business continuity, and cyber incident response.
- Data retention procedures and standards.
- Encryption standards for data in transit and at rest.
- Logging and monitoring procedures and standards.
- Physical and environmental security procedures and standards.
- Secure development practices for custom applications, whether developed by the District or by a third-party on behalf of the District.
- Secure system hardening procedures and standards.
- Security awareness training procedures, including anti-phishing training.
- Vendor and third-party risk management procedures and standards.
- Vulnerability and patch management procedures and standards.

REFERENCES

- The Gramm-Leach-Bliley Act (GLBA) Safeguards Rule ([16 C.F.R. 314.4](#)).
- NIST Special Publication [800-30 Revision 1](#), Guide for Conducting Risk Assessments.
- NIST Special Publication [800-37 Revision 2](#), Risk Management Framework for Information Systems and Organizations.

- NIST Special Publication [800-53 Revision 5](#), Security and Privacy Controls for Information Systems and Organization
- NIST Special Publication [800-171 Revision 2](#), Protecting Controlled Unclassified Information in Nonfederal Systems and Organizations.

ADOPTED:

REVISED:

REVIEWED: