

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

TO: MEMBERS OF THE GOVERNING BOARD

SUBJECT: CONSENT CALENDAR - HUMAN RESOURCES

REQUESTED ACTION: APPROVAL

EMPLOYMENT 2024-2025

Regular Assignment

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Shaunte Hill	Supervisor, Academic Success & Tutoring Center	08/08/2024
Ani Lopez Jimenez	ELC Assistant	08/08/2024
Ashlie Lawson	Articulation Officer	08/01/2024
Ariana Martinez	MESA Director	08/08/2024

Adjunct Assignment

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Guy Rus	Political Science Instructor (not to exceed 67%)	08/01/24-12/13/24
Divyangi Shukla	2D Art Instructor (not to exceed 67%)	08/01/24-12/13/24
Cheryll Villamor	Nursing Instructor (not to exceed 67%)	08/01/24-12/13/24
Benjamin Zumwalt	Nursing Instructor (not to exceed 67%)	08/01/24-12/13/24

Temporary Change in Assignment

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Charlotte Wright	From Admin Assistant IV-CTE to Interim HR Generalist	08/01/24-06/30/25

Salvatore Abbate
Human Resources

July 26, 2024
Date Submitted

Kellie Sims Butler, Ph.D.
Superintendent-President

August 7, 2024
Date Approved

Change in Assignment

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Julius Sanders	From Grounds Maintenance Technician to General Maintenance Worker	08/01/2024

Reclassification

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Ruhpreet Bains	Biotechnology Lab Technician 0.83FTE -10-month	07/01/2024
Rebecca Bordon	Account Technician	07/01/2024

Out of Class Assignment

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Barbara Gravely	Cosmetology Lab Assistant	08/01/24-05/31/25
Brittany Pagan	Administrative Assistant IV, 11- month	08/01/24-06/30/25

Faculty Reassignment

<u>Name</u>	<u>Assignment</u>	<u>Percentage</u>	<u>Effective</u>
Isabel Anderson	Puente	25%	08/12/24-12/13/24
Gary Engle	English Success & Equity Coord	10%	08/12/24-12/13/24
Erin Farmer	SCFA President	40%	08/12/24-12/13/24
Erin Farmer	SCFA Grievance Committee	10%	08/12/24-12/13/24
Ruth Fuller	SCFA Secretary	10%	08/12/24-12/13/24
Glenn Keyser	English Success & Equity Coord	10%	08/12/24-12/13/24
Rebecca Lacount	Puente	40%	08/12/24-12/13/24
Amy Obegi	SCFA Vice President	10%	08/12/24-12/13/24
Melissa Reeve	Guided Pathways	40%	08/12/24-12/13/24
Melissa Reeve	ESL Coordinator	10%	08/12/24-12/13/24
Christopher Summer	ESL Coordinator	10%	08/12/24-12/13/24

Short-Term/Temporary/Substitute

<u>Name</u>	<u>Assignment</u>	<u>Fund/Grant</u>	<u>Effective</u>	<u>Amount</u>
Sheila Agno	Nursing Orientation	General	08/01/24-06/30/25	\$78.9/hr.
Theresa Armstrong	Senior Stage Technician	Perkins	08/22/24-06/30/25	\$19.25/hr.
Anna Burkett	Account Clerk	General	08/08/24-06/30/25	\$18.11/hr.
Saki Cabrera	HSW Project Coordinator	Perkins	07/01/24-06/30/25	\$81.95/hr.
Elizabeth Carranza	Account Clerk	General	08/08/24-06/30/25	\$18.11/hr.
Shaunice Cole	Adjunct – Cosmetology	Strong Workforce	07/01/24-08/14/24	\$78.90/hr.
Karen Cook	Faculty Additional Assignment	Strong Workforce	08/12/24-12/20/24	\$78.90/hr.
Jill Crompton	Special Projects	Strong Workforce	08/08/24-06/30/25	\$50.00/hr.
Kerry Dill	Outreach Specialist Sports Medicine	Perkins	08/12/24-06/30/25	\$19.75/hr.
Kirstyn Gottschall	Assistant Coach - Soccer	General	08/08/24-06/30/25	\$22.00/hr.
Amanda Greene	DE Committee (off contract)	Culturally Responsive Pedagogy	07/25/24-07/25/24	\$1,000.00 (lump sum)

Short-Term/Temporary/Substitute (continued)

<u>Name</u>	<u>Assignment</u>	<u>Fund/Grant</u>	<u>Effective</u>	<u>Amount</u>
Julian Haddad	Special Projects	SEA	07/18/24-06/30/25	\$30.00/hr. (Revised)
Maria Kennedy	Adjunct – Cosmetology	Strong Workforce	07/01/24-08/14/24	\$53.12/hr.
Zion Larot	Admin Assistant II	General	08/18/24-06/30/25	\$17.31/hr.
Kevin Marks	Asst Coach Women’s Soccer	District Fund Soccer	07/01/24-06/30/25	\$78.90/hr.
Samuel McKinney	Athletic Assistant	General	07/18/24-06/30/25	\$16.00 (Revised)
Humberto Mendez Valadez	Special Projects	SEA	07/18/24-06/30/25	\$30.00/hr. (Revised)
Sofia Mempin (Correction)	ELC Program Specialist	Childcare Contract	07/01/24-06/30/25	\$19.75/hr.
Abigail Mislant	Student Services Generalist	SEA	08/08/24-06/30/25	\$18.91/hr.
Alyssa Montez	Student Affairs Specialist	Basic Needs	08/08/24-06/30/25	\$20.62/hr.
Lissett Ramirez	ELC Assistant	Childcare Contract	08/08/24-06/30/25	\$18.91/hr.
Marlen Flores Saucedo	ELC Assistant	Childcare Contract	08/08/24-06/30/25	\$18.91/hr.
Toni Seals	Cosmetology Professor	Strong Workforce	07/01/24-08/14/24	\$73.88/hr.
Sophia Simoni	ELC Programs Specialist	CA Pre-School Program	08/08/24-06/30/25	\$19.75/hr.
Daria Taback	Faculty Additional Assignment	Perkins	07/01/24-12/20/24	\$62.33/hr.
Frida Torres	ELC Assistant	Childcare Contract	08/08/24-06/30/25	\$18.91/hr.
Jaclyn Vetter	DE Committee (off contract)	Culturally Responsive Pedagogy	07/25/24-07/25/24	\$1,000.00 (lump sum)
Sarah Wasley-Smith	Faculty Additional Assignment	Perkins	07/01/24-12/20/24	\$69.35/hr.
Curley Wikkeling-Miller	Adjunct – Cosmetology	Strong Workforce	07/01/24-08/14/24	\$69.34/hr.
Amy Williams	ELC Assistant	Childcare Contract	08/08/24-06/30/25	\$18.91/hr.

RENEWAL OF FACULTY CONTRACTS

The following faculty have completed their **third year** within their third contract and no recommendation is necessary per Education Code Section 87609:

<u>Name</u>	<u>School/Division</u>	<u>Hire Date</u>
Wanda Butters	School of Health Science (revised)	08/12/2021

**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>
Arbor Environmental	Vendor to provide Qualitative Respirator Fit Testing to ensure compliance with NFPA 1500, NFPA 1404, ANSI Z88.5, ANSI Z88.2-1992, OSHA CFR 1910.134, and CCR Title 8 Sec.5144. Each test is \$30, for a maximum of 70 tests	10/28/24-10/29/24	Not to Exceed \$2,100.00
Integrity Data & Fiber	Vendor to provide installation of network cabling to Room 809 and remodel of smart classroom setup in room 808 and room 811 at the Solano Community College campus in Fairfield.	08/08/24-06/30/25	Not to Exceed \$13,792.50
Rodney Mattos dba Mattos Ice	Vendor to provide monthly rental of commercial-grade ice machine for use in the Solano Community College cafeteria at a rate of \$150 per month.	07/01/24-06/30/25	Not to Exceed \$1,200.00
Sterling Computers	Vendor to provide computer equipment for the Nursing Simulation lab	08/08/24-12/31/24	Not to Exceed \$7,071.58
Strata Information Group Inc	Vendor to provide Banner Finance Support services at the hourly rate of \$180 for up to 55 hours.	08/08/24-06/30/25	Not to Exceed \$9,900.00
Vintage Contractors	Vendor to provide resurfacing and repainting of lines of tennis courts.	08/08/24-06/30/25	Not to Exceed \$49,920.00

Susan Wheat
Vice President,
Finance & Administration

July 26, 2024
Date Submitted

Kellie Sims Butler, Ph.D.
Superintendent-President

August 7, 2024
Date Approved

PERSONAL SERVICES AGREEMENTS

Academic Affairs

David Williams, Vice President

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Tara Gleason	Consultant to provide costume design for fall 2024 theatrical production of "The Visit"	08/01/24-12/30/24	Not to Exceed \$3,500.00
David Silverstein	Vendor will maintain the Solano Athletics website (www.solanoathletics.com) on Presto, updating staff profiles, team schedules, game statistics, and athlete stories.	08/08/24-06/30/25	Not to Exceed \$5,000.00

PERSONAL SERVICES AGREEMENTS

Human Resources

Salvatore Abbate, Director

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Partners in Communication LLC	Vendor to provide interpreting assistance to ASL faculty and ASL community at Solano Community College	08/08/24-06/30/25	Not to Exceed \$10,000.00

PERSONAL SERVICES AGREEMENTS

Student Services

Lisa Neeley, Vice President

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Rosalinda Mancillas	Artist served as a panelist for the Women Empowering Women conference in conjunction with PTK in Spring 2024.	03/19/24-03/19/24	Not to Exceed \$200.00
Bradley Starkey-Owens	Consultant to provide support for alternate media production and training for currently incarcerated students in a new/additional facility. Consultant will advise and troubleshoot of department-wide workflows, and the optimizing and redesign of the technology lab.	08/08/24-12/30/24	Not to Exceed \$10,000.00

PERSONAL SERVICES AGREEMENTS

Technology Services

Jon Cornelison, Vice President

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Simpkin Design	Vendor to provide graphic design services.	07/01/24-06/30/25	Not to Exceed \$7,500.00

**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

SUMMARY: 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 the equipment identified below which are unsatisfactory for retention and no longer suitable for school use.

<u>Asset Number</u>	<u>Description</u>	<u>Location</u>	<u>Original Value</u>
28996	Barnstead Max/Q mini shaker/incubator	VJO 207	Unknown
3953	Welch AC/DC filtered power supply	VJO 207	Unknown
Unknown	Lab companion SK-300 Shaker	VJO 207	Unknown
Unknown	Ohaus AdventurerSL digital balance	VJO 207	Unknown
Unknown	Barnstead multi-purpose rotator	VJO 207	Unknown

CONTINUED ON NEXT PAGE

STUDENT SUCCESS IMPACT:

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

<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"/> NOT REQUIRED	<input type="checkbox"/> DISAPPROVAL <input type="checkbox"/> TABLE

Susan Wheet
Vice President,
Finance & Administration

Kellie Sims Butler, Ph.D.
Superintendent-President

July 26, 2024

Date Submitted

August 7, 2024

Date Approved

<u>Asset Number</u>	<u>Description</u>	<u>Location</u>	<u>Original Value</u>
Unknown	Wealtec SWB-10 Shaking water bath	VJO 207	Unknown
Unknown	Benchmark microplate reader	VJO 207	Unknown
Unknown	Fisher hotplate/stirrer (quantity 6)	VJO 207	Unknown
Unknown	Graham filed centrifuge (quantity 2)	VJO 207	Unknown
Unknown	1979 August A109 helicopter, N22RX	Aeronautics	Unknown
Unknown	microwave	ELC/Bldg 200	Unknown
Unknown	Coffeemakers (quantity 2)	ELC/Bldg 200	Unknown
23757	Mini refrigerator	ELC/Bldg 200	Unknown
Unknown	Toddler leather arm chair	ELC/Bldg 200	Unknown
Unknown	Plastic children's kitchen (quantity 3)	ELC/Bldg 200	Unknown
Unknown	Shelves (quantity 2)	ELC/Bldg 200	Unknown
Unknown	Half moon table	ELC/Bldg 200	Unknown
Unknown	Art easel	ELC/Bldg 200	Unknown
Unknown	Metal picnic table	ELC/Bldg 200	Unknown
Unknown	Plastic chairs (quantity 3)	ELC/Bldg 200	Unknown
Unknown	Baby Jogger	ELC/Bldg 200	Unknown
Unknown	Little Tykes truck	ELC/Bldg 200	Unknown
Unknown	Wood Shelf	ELC/Bldg 200	Unknown
Unknown	Wicker bench	ELC/Bldg 200	Unknown

Acceptance of these disposals is recommended at this time.



Solano Community College District Disposition or Trade-In College Equipment

RESET

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

Asset No.	Description	For Surplus	Items Only
		Building No.	Room No.
28996	Barnstead MaxQ Mini shaker / incubator	VJO	207
3953	Welch AC/DC Filtered Power Supply	VJO	207
N/A	Lab Companion SK-300 Shaker	VJO	207
N/A	Ohaus AdventurerSL digital balance	VJO	207
N/A	Barnstead Multi-purpose Rotator	VJO	207
N/A	Wealtec SWB-10 Shaking Water Bath	VJO	207
N/A	Benchmark Microplate reader	VJO	207
N/A	6 of: Fisher hotplate/stirrer	VJO	207
N/A	2 of: Graham Field centrifuge	VJO	207

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 warehouseman, unless so noted on this sheet.

Action Performed by: David Elliott Date 07/15/2024

Division or Organizational Unit: Mathematics and Sciences 07/15/2024

Approved by: Technology Services and Support Date

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

SUBMIT

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. _____ Room No. _____

Comment _____

Asset No.	Description	For Surplus Items Only	
		Building No.	Room No.
N/A	leather arm chair		
	3 play kitchens (plastic)		
	2 shelves		
	1 1/2 circle table		
	art easel caterpillar		
	Metal picnic		
	3 plastic chairs		
	Baby walker		
	little tykes truck		

Action Performed by Sabrina Drake Date 7/18/2024

Division or Organizational Unit Early Learning Center

Approved by Sabrina Drake
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

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

TO: Members of the Governing Board

**SUBJECT: RESOLUTION NO. 24/25-02 SUPPORT OF AB2229
(WILSON) 2024 FOR COMPREHENSIVE MENSTRUAL
HEALTH EDUCATION**

REQUESTED ACTION:

☐ Information OR ☒ Approval
☐ Consent OR ☒ Non-Consent

SUMMARY:

Resolution No. 24/25-02 in support of AB2229 (Wilson) “Know Your Period Act” to Ensure the inclusion of menstrual health education to the sexual health curriculum for Middle and high school students.

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

Quinten R. Voyce
Trustee

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

ADDRESS

707-864-7000

TELEPHONE NUMBER

VICE PRESIDENT APPROVAL

July 24, 2024

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

Kellie Sims Butler, Ph.D.
Superintendent-President

August 7, 2024

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

RESOLUTION IN SUPPORT OF AB2229 (WILSON) 2024 FOR COMPREHENSIVE
MENSTRUAL HEALTH EDUCATION

RESOLUTION NO. 24/25-02

WHEREAS Assembly Bill 2229 (Wilson) – “Know Your Period Act” would ensure the inclusion of menstrual health education to the sexual health curriculum for middle and high school students.

WHEREAS The California Healthy Youth Act (AB 329) enacted in 2016 provides direction for middle and high school sexual health education. However, the resulting Education Code 51931 does not currently include comprehensive menstrual health education as part of sexual health curriculum requirements.

WHEREAS The lack of comprehensive menstrual health education can perpetuate social stigmas surrounding menstruation, leading to shame and poor health outcomes,

WHEREAS AB 2229 will help ensure that teens are educated regarding important menstrual health topics such as the menstrual cycle, premenstrual syndrome and pain management, menstrual disorders, and other related menstrual topics. The new menstrual health education will supplement the current sexual health curriculum.

WHEREAS Solano Community College student members of the Solano College Reproductive Health Club have played a pivotal role in building momentum, working with local representatives to introduce the legislation, and lobbying for its passage in each committee and house; now therefore be it

RESOLVED that the Governing Board of the Solano Community College Districts supports the passage of AB 2229 (Wilson) “Know Your Period” Act 2024

PASSED AND ADOPTED, this seventh day of August, by the Governing Board of Solano Community College District.

Denis Honeychurch, J.D., Board President

Kellie Sims Butler, Ph.D., Board Secretary

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: RATIFICATION OF PURCHASE ORDER TO THE
LAVATORY FOR TEMPORARY RESTROOM
FACILITIES FOR THE CAMPUS-WIDE INTERIOR
REFRESH (PHASE 1B) PROJECT

REQUESTED ACTION:

☐ Information OR ☒ Approval
☐ Consent OR ☒ Non-Consent

SUMMARY:

Board approval is requested to ratify the Purchase Order for the rental of temporary ADA restroom facilities. These facilities will provide swing space restrooms for the Fairfield Campus as the Campus-Wide Interior Refresh (Phase 1B) Project is completed. Execution of this Purchase Order prior to Board approval was necessary in order to have operational temporary facilities for the start of the fall semester.

CONTINUED ON THE NEXT PAGE

STUDENT SUCCESS IMPACT:

- ☐ Help our students achieve their educational, professional and personal goals
☐ Basic skills education
☐ Workforce development and training
☐ Transfer-level education
☒ Other: Update infrastructure that supports classrooms or related College facilities.

Ed. Code: NA Board Policy: NA Estimated Fiscal Impact: \$38,370.00 Measure Q Funds

SUPERINTENDENT'S RECOMMENDATION:

☒ APPROVAL ☐ DISAPPROVAL
☐ NOT REQUIRED ☐ TABLE

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

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 863-7855

TELEPHONE NUMBER

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

VICE PRESIDENT APPROVAL

July 29, 2024

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

Kellie Sims Butler, Ph.D.
Superintendent-President

August 7, 2024

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: RATIFICATION OF PURCHASE ORDER TO THE
LAVATORY FOR TEMPORARY RESTROOM
FACILITIES FOR THE CAMPUS-WIDE INTERIOR
REFRESH (PHASE 1B) PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

The purchase order amount has been established to allow up to a 3-month rental period that the temporary facilities will be available on the Fairfield Campus.

The Board is asked to ratify this Purchase Order to The Lavatory in an amount not to exceed \$38,370.00.

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



Solano Community College District
4000 Suisun Valley Road
Fairfield, CA 94534-3197

Vendor: The Lavatory
3714 North Valentine Ave
Fresno CA 93722-4457

PO Number: **P0250228**

Issue Date: **07/21/24**

Deliver By: **10/31/24**

***** The purchase order number must appear on all invoices, delivery slips, packages and in all correspondence. *****

Send Billing Invoice to:

Solano Community College
ATTN: Accounts Payable
PLEASE EMAIL TO:
accountspayable@solano.edu

Ship to:

Measure Q-CW Inter Refresh-AG
4000 Suisun Valley Road
Bldg 1900 - Warehouse
Fairfield CA 94534

Buyer

Handel Malone

Vendor Fax

Description	Quantity	Unit Cost	Total Cost
Project: Measure Q - Campus Wide Interior Refresh (Small Capital Project) Per quote #100202-1 dated 7/29/24 ADA + 2 Station Restroom Trailer. 3 month Rental Duration. Include: 1 x week pumping, Extension Cord-10 gauge 100' Orange (4), 100' Water Hose, Black (2), 2 Channel Cable Ramp (10), and Red Hitch Lock (2)	2.00 EA	19,185.0000	38,370.00

Requisition No. R0026139

TOTAL: 38,370.00

GENERAL TERMS AND CONDITIONS

- * Prior approval must be made for price increase, shipping charge, any deviation from items ordered and delays in shipping past 45 days from order.
- * District does not pay on statements, please invoice via email to: accountspayable@solano.edu. TELEPHONE 707-864-7147.
- * Deliveries must be made at the District Warehouse, address above. Warehouse hours are 8:00 AM to 4:30 PM, Monday through Friday, except holidays. WAREHOUSE TELEPHONE (707) 864-7000 EXT. 4434.
- * Shipment must be prepaid unless otherwise noted. Shipping lists with PO number must be included.
- * Items ordered must meet CAL-OSHA Regulations in effect on date of shipment.
- * The District reserves the right to cancel and (or) return items at shipper's cost for any items delivered not meeting the terms, conditions, and specifications of the purchase order.

APPROVED: _____

Susan Wheat, MBA
VP, Finance and Administration

VENDOR COPY

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: COMPUTER HARDWARE AND SUPPORTING
TECHNOLOGY EQUIPMENT ORDER TO STERLING
FOR THE IT INFRASTRUCTURE IMPROVEMENTS
PROJECT

REQUESTED ACTION:

☐ Information OR ☒ Approval
☐ Consent OR ☒ Non-Consent

SUMMARY:

Board approval is requested for a computer hardware and supporting technology equipment purchase order to Sterling to be utilized by the Information Technology (IT) Department to upgrade the IT infrastructure of the Vacaville, Vallejo, and Fairfield campuses. Sterling's pricing is based upon NASPO ValuePoint CA MA# 23026 PA#7-23-70-55-01 C000001140006. The Board is asked to approve a computer hardware and supporting technology equipment order to Sterling in the amount of \$210,787.09.

STUDENT SUCCESS IMPACT:

- ☐ Help our students achieve their educational, professional and personal goals
☐ Basic skills education
☐ Workforce development and training
☐ Transfer-level education
☒ Other: Provide new equipment that supports classrooms and instruction district-wide.

Ed. Code: NA Board Policy: NA Estimated Fiscal Impact: \$210,787.09 Measure Q Funds

SUPERINTENDENT'S RECOMMENDATION:

☒ APPROVAL ☐ DISAPPROVAL
☐ NOT REQUIRED ☐ TABLE

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

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 863-7855

TELEPHONE NUMBER

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

VICE PRESIDENT APPROVAL

July 29, 2024

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

Kellie Sims Butler, Ph.D.
Superintendent-President

August 7, 2024

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AWARD TO ENVIRONMENTAL SYSTEMS
INC. FOR THE FAIRFIELD CAMPUS CENTRAL PLANT
REPLACEMENT PROJECT**

REQUESTED ACTION:

☐ Information OR ☒ Approval
☐ Consent OR ☒ Non-Consent

SUMMARY:

Board approval is requested for award of a professional services contract to Environmental Systems Inc. (ESI) for Delta Control Building Management System support services for the Fairfield Campus Central Plant Replacement Project.

CONTINUED ON THE NEXT PAGE

STUDENT SUCCESS IMPACT:

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

Ed. Code: NA Board Policy: NA Estimated Fiscal Impact: \$44,000.00 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) 863-7855

TELEPHONE NUMBER

Lucky Lofton
V.P. Facilities and Executive Bonds Manager

VICE PRESIDENT APPROVAL

July 29, 2024

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

Kellie Sims Butler, Ph.D.
Superintendent-President

August 7, 2024

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AWARD TO ENVIRONMENTAL SYSTEMS
INC. FOR THE FAIRFIELD CAMPUS CENTRAL PLANT
REPLACEMENT PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

Environmental Systems Inc. (ESI) will be providing support services to the Central Plant Replacement Project for the Delta Control Building Management System (BMS) that will service the new Central Plant. This support will include review of all construction documents related to the mechanical systems, submittal review, ensuring proper District BMS Standards are followed, Commissioning support, and other duties as requested to aid in the delivery of the BMS System.

A proposal was requested from Environmental Systems Inc (ESI), as they are currently providing maintenance services for the District BMS System. This firm has a general understanding of the District's BMS Standards, and familiarity with the Fairfield Campus. Environmental Systems Inc. is included on the District's UPCCAA List.

Environmental Systems Inc. is recommended for award of this contract for the Fairfield Campus Central Plant Replacement Project. The Board is asked to approve a professional services contract to Environmental System Inc. (ESI) in the amount not to exceed \$44,000.00.

This document 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 DL FALK CONSTRUCTION INC.
FOR CONSTRUCTION SERVICES FOR THE FAIRFIELD
CAMPUS BUILDING 1600 MODERNIZATION PROJECT**

REQUESTED ACTION:

☐ Information OR ☒ Approval
☐ Consent OR ☒ Non-Consent

SUMMARY:

Board approval is requested for award of a contract to DL Falk Construction Inc. for the Fairfield Campus Building 1600 Modernization Project. This project consists of a major modernization of Building 1600 on the Fairfield Campus.

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: \$5,747,200.00 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

July 29, 2024

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

Kellie Sims Butler, Ph.D.
Superintendent-President

August 7, 2024

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AWARD TO DL FALK CONSTRUCTION INC.
FOR CONSTRUCTION SERVICES FOR THE FAIRFIELD
CAMPUS BUILDING 1600 MODERNIZATION PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

Sealed bids for this project were due on July 25, 2024. The District received a total of five (5) bids for the Building 1600 Modernization Project.

Bids received were as follows:

<u>CONTRACTOR</u>	<u>BASE BID + ALTERNATES</u>	<u>TOTAL BID AMOUNT</u>
DL Falk Construction Inc.	\$ 5,474,000.00	\$ 5,747,200.00
EF Brett & Company Inc.	\$ 5,690,000.00	\$ 5,969,500.00
Buhler Commercial	\$ 6,040,000.00	\$ 6,334,500.00
BHM Construction LLC	\$ 6,080,441.00	\$ 6,381,963.00
FRC Inc.	\$ 6,759,204.00	\$ 7,094,464.00

*Total Bid Amount includes the Base Bid, Alternate #01, and an Owners Allowance.

It was determined that DL Falk Construction Inc. submitted the lowest responsible and responsive bid. It is recommended that the Board award a contract to DL Falk Construction Inc. for the Total Bid Amount of \$5,747,200.00.

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 ARTHULIA, INC. FOR
CONSTRUCTION SERVICES FOR THE BELVEDERE
PROPERTY FENCE PROJECT**

REQUESTED ACTION:

☐ Information OR ☒ Approval
☐ Consent OR ☒ Non-Consent

SUMMARY:

Board approval is requested for award of a contract to Arthulia, Inc. for the Belvedere Property Fence Project. This project consists of installation of approximately 480 lineal feet of ornamental iron fence with swing access gates.

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: \$199,400.00 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

July 29, 2024

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

Kellie Sims Butler, Ph.D.
Superintendent-President

August 7, 2024

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AWARD TO ARTHULIA, INC. FOR
CONSTRUCTION SERVICES FOR THE BELVEDERE
PROPERTY FENCE PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

Sealed bids for this project were due on Wednesday, May 22, 2024. The District received one (1) bid.

Bid results were as follows:

Contractor	Base Bid**	Total Bid Amount *
Arthulia, Inc.	\$107,800.00	\$199,400.00

*Includes 10% owners allowance in the amount of \$9,800.00

*Includes accepted alternate #1 for ornamental fencing in the amount of \$91,600.00

It was determined that Arthulia, Inc. submitted the lowest responsible and responsive Base Bid. It is recommended that the Board award a contract to Arthulia, Inc. for the Total Bid Amount of \$199,400.00.

Solano Community College District reviewed this scope of work with the Belvedere HOA and our Attorneys. The District's Attorney drafted a binding Memorandum of Understanding (MOU) with the HOA to upgrade the fence from District Standard chain link style fencing to a wrought iron fencing to match as closely as possible the existing fencing around the Belvedere property. The Belvedere HOA agreed to reimburse the District \$91,600 for the upgrade.

The Board must approve the full amount, however there will be a reimbursement at the completion of the project of \$91600 by the Belvedere HOA. The fence will remain fully the property and responsibility of the Solano Community College District, as determined by our attorneys in accordance with state statute.

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: CHANGE ORDER #1 TO MURRAY BUILDING, INC. FOR
THE CAMPUS-WIDE INTERIOR REFRESH (PHASE 1)
PROJECT

REQUESTED ACTION:

☐ Information OR ☒ Approval
☐ Consent OR ☒ Non-Consent

SUMMARY:

Board approval is requested for Change Order #1 to Murray Building, Inc., for the Campus-Wide Interior Refresh (Phase 1) Project. On May 15, 2024, the Board approved an agreement with Murray Building, Inc. for the Fairfield Campus-Wide Interior Refresh (Phase 1) Project.

CONTINUED ON THE NEXT PAGE

STUDENT SUCCESS IMPACT:

- ☐ Help our students achieve their educational, professional and personal goals
☐ Basic skills education
☐ Workforce development and training
☐ Transfer-level education
☒ Other: Provide infrastructure that supports classrooms or related College facilities

Ed. Code: NA Board Policy: NA Estimated Fiscal Impact: \$54,379.24 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) 863-7855

TELEPHONE NUMBER

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

VICE PRESIDENT APPROVAL

July 29, 2024

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

Kellie Sims Butler, Ph.D.
Superintendent-President

August 7, 2024

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: CHANGE ORDER #1 TO MURRAY BUILDING, INC. FOR
THE CAMPUS-WIDE INTERIOR REFRESH (PHASE 1)
PROJECT

SUMMARY:
CONTINUED FROM THE PREVIOUS PAGE

During the process of construction and RFI (Request for Information)/Submittal review, the following changes needed to be made:

- COR 004: During demolition of the concrete slab in Building 700 restrooms, it was discovered that the thickness of the slab was twice as thick as what was shown in the contract documents. This required additional demolition, disposal, and grading preparation.
- COR 006: The subgrade moisture content was above the acceptable amount for the parking lot sitework. The Contractor was instructed to over-excavate, add Geo Fabric, and the asphalt layer was increased to a 5" thickness in order to correct the issue.
- COR 008: The framing in restrooms 1519 and 1520 at the plumbing chase were discovered to be incompatible with the proposed ceiling framing. A revised ceiling framing plan was provided by the Design Team in order to correct the issue.
- COR 010: The existing door framing at restroom 738 was not sized correctly to allow for an accessible 3'-0" door. The door rough opening needed to be re-framed in order to accommodate the proper door dimension.
- COR 011.1: The existing main plumbing trunk line in rooms 1519 and 1520 needed to be relocated. The existing line was in a location that put it outside of the newly relocated walls. The existing plumbing needed to be removed back to the existing 2" cold water drop. A new shutoff valve and a 2" water line needed to be provided for the updated fixtures.
- COR 015: Duct work in Room 737 conflicted with the location of the intended light fixture. The specified light fixture needed to be substituted for a compatible light fixture in order to accommodate the interfering mechanical system.

Murray Building, Inc.'s Change Order #1 request includes all the costs of both time and materials for the above listed items.

Following is a summary of the contract and impact of Change Order #1 if approved:

Original Contract Sum	\$ 895,000.00
Approved Change Orders	\$ 0.00
<i>Proposed Change Order #2</i>	<i>\$ 54,379.24</i>
<i>Proposed New Contract Amount</i>	<i>\$ 949,379.24</i>

The Board is asked to approve Change Order #1 to Murray Building Inc., in the amount of \$54,379.24. This document 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: 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

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

KELLIE SIMS BUTLER, Ph.D.
Superintendent-President

**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

None	
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ACTION ITEM

Item	Reason for Item	CC Approval
Curriculum Committee Calendar 2024-2025		05/14/2024

NEW COURSE

Course	CC Approval
None	

COURSE MODIFICATION

Course	Title	Modification	CC Approval
JOUR 011	Introduction to Mass Communication	Content, description for CSU	05/14/2024
DMA010	Graphic Design - Beginning	Update course description –update SAM code – update title	05/14/2024
DMA062	UI/UX Design - Beginning	Update title to beginning	05/14/2024
DMA011	Graphic Design - Intermediate	Update title to intermediate	05/14/2024
DMA 063	UI/UX Design - Intermediate	Update title to intermediate	05/14/2024
PHIL 004	Introduction to Ethics	Update content to align with C-ID	05/14/2024
ATHL004A	Soccer - Women's Intercollegiate Off-Season (Spring)	From 1.5 to 2	05/14/2024
ATHL004B	Soccer - Women's Intercollegiate Pre-Season (Summer)	1.5 to 1	05/14/2024

COURSE INACTIVATION

Course		CC Approval
KINE023A	Badminton - Beginning	05/14/2024
KINE023B	Badminton - Intermediate	05/14/2024
KINE036A	Basketball - Beginning	05/14/2024
KINE036B	Basketball - Intermediate	05/14/2024
KINE018Z	Elite Fitness Training - Advanced	05/14/2024
KINE018X	Elite Fitness Training - Beginning	05/14/2024
KINE019A	Fit Ball Training - Beginning	05/14/2024
KINE019B	Fit Ball Training - Intermediate	05/14/2024
KINE018A	Functional & Core Training - Beginning	05/14/2024
KINE018B	Functional & Core Training - Intermediate	05/14/2024
KINE025A	Golf - Beginning	05/14/2024
KINE025B	Golf - Intermediate	05/14/2024
KINE003D	Judo - Beginning	05/14/2024
KINE003E	Judo - Intermediate	05/14/2024
KINE013X	Step Aerobics - Beginning	05/14/2024
DMA060	Principles of User Experience Design	05/14/2024
DMA061	Principles of User Interface Design	05/14/2024
DMA 065	Exhibition Design	05/14/2024
DMA 001	History of Visual Media	05/14/2024
DMA 090	Digital Media Projects	05/14/2024
DMA 091	Digital Media Portfolio	05/14/2024
DMA 092	Social Media for Professionals	05/14/2024

CURRICULUM REVIEW

Course		CC Approval
KINE045C	Advanced First Aid and Emergency Care	05/14/2024
KINE021A	Archery - Beginning	05/14/2024
KINE021B	Archery - Intermediate	05/14/2024
KINE006E	Yoga - Beginning	05/14/2024
KINE011A	Body Conditioning - Beginning	05/14/2024
KINE011B	Body Conditioning - Intermediate	05/14/2024
KINE011X	Cardio Conditioning - Beginning	05/14/2024
KINE011Y	Cardio Conditioning - Intermediate	05/14/2024
KINE003X	Cardio Kickboxing - Beginning	05/14/2024
KINE003Y	Cardio Kickboxing - Intermediate	05/14/2024
KINE012X	Circuit Training - Beginning	05/14/2024
KINE012Y	Circuit Training - Intermediate	05/14/2024
KINE010A	Fitness For Life	05/14/2024

KINE040A	Introduction to Kinesiology	05/14/2024
KINE050A	Introduction to Sports Psychology	05/14/2024
KINE041A	Introduction to Sports Science	05/14/2024
KINE024A	Pickleball	05/14/2024
KINE006X	Pilates for Fitness - Beginning	05/14/2024
KINE006Y	Pilates for Fitness - Intermediate	05/14/2024
KINE013A	Resistance Band Training - Beginning	05/14/2024
KINE003A	Self Defense - Beginning	05/14/2024
KINE003B	Self-Defense - Intermediate	05/14/2024
KINE030A	Soccer - Indoor/Outdoor - Beginning	05/14/2024
KINE030B	Soccer - Intermediate	05/14/2024
KINE002D	Swim for Fitness - Beginning	05/14/2024
KINE002A	Swimming - Beginning	05/14/2024
KINE002B	Swimming - Intermediate	05/14/2024
KINE023Z	Tennis - Advanced	05/14/2024
KINE023X	Tennis - Beginning	05/14/2024
KINE023Y	Tennis - Intermediate	05/14/2024
KINE037A	Volleyball - Beginning	05/14/2024
KINE037B	Volleyball - Intermediate	05/14/2024
KINE012A	Weight Training - Beginning	05/14/2024
KINE012B	Weight Training - Intermediate	05/14/2024
KINE006F	Yoga - Intermediate	05/14/2024

NEW PROGRAM

Program	CC Approval
Journalism (CA)	05/14/2024
Multimedia Journalism (CA)	05/14/2024
Graphic and Interactive Design (CA)	05/14/2024

PROGRAM MODIFICATION

Program	Modification	CC Approval
Kinesiology ADT	Updates to reflect curriculum review	05/14/2024
Graphic and Interactive Design (AA)	Update to courses and structure	05/14/2024

PROGRAM INACTIVATION

Program	
None	

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

TO: Members of the Governing Board

**SUBJECT: CLINICAL EXPERIENCE AGREEMENT FOR
ASSOCIATE DEGREE NURSING PROGRAM WITH
SOLANO COUNTY OFFICE OF EDUCATION**

REQUESTED ACTION:

☐ Information OR ☒ Approval
☐ Consent OR ☒ Non-Consent

SUMMARY:

This agreement with Solano County Office of Education benefits Solano Community College Registered Nursing Program students by providing them with practical experience in the Health Center's Facility clinical setting in which to train. This agreement must be current, reviewed periodically, and revised, as indicated. A copy of the Agreement will be available in the Office of the Superintendent-President, in the Office of the Dean of the School of Health Sciences, and in the offices of Solano County Office of Education. The term of this agreement is 3 years.

STUDENT SUCCESS IMPACT:

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

<i>Ed. Code:</i>	<i>Board Policy:</i>	<i>Fiscal Impact: None</i>
SUPERINTENDENT'S RECOMMENDATION:	<input checked="" type="checkbox"/> APPROVAL <input type="checkbox"/> NOT REQUIRED	<input type="checkbox"/> DISAPPROVAL <input type="checkbox"/> 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, Academic Affairs

VICE PRESIDENT APPROVAL

July 24, 2024

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

KELLIE SIMS BUTLER, Ph.D.
Superintendent-President

August 7, 2024
**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

CLINICAL EXPERIENCE AGREEMENT

This Renewal Agreement is between **Solano County Office of Education** (hereinafter known as HEALTH CENTER) located at **5100 Business Center Drive, Fairfield, Ca 94534**, and **Solano Community College** (hereinafter known as SCHOOL) and located at **4000 Suisun Valley Road, Fairfield, California 94534-3197** and is effective as of July 1, 2024 through June 30, 2027.

RECITALS

- A. The Solano County Office of Education (SCOE) operates schools and programs throughout Solano County for students with disabilities, medial conditions, and other special needs, pre-K through 12th grade. (hereinafter referred to as "Facility").
- B. SCHOOL owns and operates **an Associate Degree Nursing Program (ADN)** which is accredited by the **California Board of Registered Nursing**. SCHOOL desires its students to obtain practical experience at HEALTH CENTER's Facility through participation in a clinical program for its **Registered Nursing** students ("Program").
- C. It is to the mutual benefit of the parties to this Agreement that the students at SCHOOL's Program use such Facility for their clinical experience.

Now, therefore, the parties agree as follows:

1. GENERAL INFORMATION

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

2. SCHOOL'S RESPONSIBILITIES

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

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

3. HEALTH CENTER'S RESPONSIBILITIES

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

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

4. AFFIRMATIVE ACTION AND NON-DISCRIMINATION

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

5. STATUS OF SCHOOL AND HEALTH CENTER

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

6. INDEMNIFICATION

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

7. INSURANCE

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

8. TERM AND TERMINATION

- A. Term. This Agreement shall be effective as of the date first written above and shall remain in effect for three (3) years thereafter.
- B. Renewal. This Agreement may be renewed for subsequent one (1) year terms, by either party giving the other at least 30 days prior written notice of their desire to renew, and the other party's agreeing to such a renewal prior to the expiration of the then current term of the Agreement.

C. Termination.

- 1) Mutual Agreement. This Agreement may be terminated at any time upon the written concurrence of the parties.
- 2) Without Cause. This Agreement may be terminated without cause with 30 days prior written notice by either party. Such termination shall not take effect, however, with regard to students already enrolled until such time as those students have completed their training for the school semester during which such termination notice is given.

9. GENERAL PROVISIONS

- A. Amendments. This Agreement may be amended at any time by mutual agreement of the parties without additional consideration, provided that before any amendment shall become effective, it shall be reduced to writing and signed by the parties. Notwithstanding the foregoing, should any provision of this Agreement be in conflict with a governing State or federal law, it shall be deemed amended accordingly.
- B. Assignment. Neither party shall voluntarily or by operation of law, assign or otherwise transfer this Agreement without the other party's prior written consent. Any purported assignment in violation of this Section shall be null and void.
- C. Attorney's Fees. In the event that any action, including arbitration, is brought by either party to enforce or interpret the terms of this Agreement, the prevailing party in such action shall be entitled to its costs and reasonable attorney's fees, in addition to such other relief as the court or arbitrator may deem appropriate.
- D. Captions. Any captions to or headings of the articles, sections, subsections, paragraphs, or subparagraphs of this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of validity of this Agreement or any provision hereof.
- E. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.
- F. Entire Agreement. This Agreement, including all Attachments, is the entire Agreement between the parties and no other agreements, oral or written, have been entered into with respect to the subject matter of this Agreement.

- G. Force Majeure. Neither party shall be liable nor deemed to be in default for any delay or failure in performance under this Agreement or other interruption of service or employment deemed resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, failure of transportation, machinery or supplies, vandalism, strikes or other work interruptions beyond the reasonable control of either party. However, both parties shall make good faith efforts to perform under this Agreement in the event of any such circumstances.
- H. Governing Law. The validity, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California.
- I. Notices. Notices required under this Agreement shall be sent to the parties by certified or registered mail, return receipt requested, postage prepaid, at the addresses set forth below:

1. Notice to SCOE:

Manolo Garcia
Associate Superintendent,
Human Resources and Educator Effectiveness
Telephone: (707) 399-4441
mgarcia@Solanocoe.net

2. Notice to the SCHOOL

David William's Ph.D.
Vice President, Academic Affairs
Solano Community College
4000 Suisun Valley Road, Room 805A
Fairfield, CA 94534

Telephone: (707) 864-7117
FAX: (707) 646-2062
David.Williams@solano.edu

- J. Remedies. The various rights, options, elections, powers, and remedies of the respective parties hereto contained in, granted, or reserved by this Agreement, are in addition to any others that said parties may be entitled to by law, shall be construed as cumulative, and no one of them is exclusive of any of the others, or of any right or priority allowed by law.

- K. Severability. The provisions of this Agreement shall be deemed severable and if any portion shall be held invalid, illegal or unenforceable for any reason, the remainder of this Agreement shall be effective and binding upon the parties.
- L. Waiver of Provisions. Any waiver of any terms and conditions hereof must be in writing and signed by the parties hereto. A waiver of any term or condition hereof shall not be construed as a future waiver of the same or any other term or condition hereof.

10. EXECUTION

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

HEALTH CENTER

Solano County Office of Education

By: _____
Michelle Henson

Title: _____
Deputy Superintendent,
Administrative Services and
Operations

Date: _____

SCHOOL

Solano Community College

By: _____
David Williams Ph.D

Title: _____
Vice President

Date: _____

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

TO: Members of the Governing Board

**SUBJECT: CLINICAL EXPERIENCE AGREEMENT FOR
ASSOCIATE DEGREE NURSING PROGRAM WITH
VACAVILLE RANCH POST ACUTE**

REQUESTED ACTION:

☐ Information OR ☒ Approval
☐ Consent OR ☒ Non-Consent

SUMMARY:

This agreement with Vacaville Ranch Post Acute (Health Center) benefits Solano Community College Registered Nursing Program students by providing them with practical experience in Health Center's Facility clinical setting in which to train. This agreement must be current, reviewed periodically, and revised, as indicated. A copy of the Agreement will be available in the Office of the Superintendent-President, in the Office of the Dean of the School of Health Sciences, and in the offices of Vacaville Ranch Post Acute Health Center. This agreement is effective as of May 1, 2024, and shall remain in effect continuously.

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: *Board Policy:* *Fiscal Impact: None*

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, Academic Affairs

VICE PRESIDENT APPROVAL

July 24, 2024

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

KELLIE SIMS BUTLER, Ph.D.
Superintendent-President

August 7, 2024

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

CLINICAL EXPERIENCE AGREEMENT

This Renewal Agreement is between **Vacaville Ranch Post Acute** (hereinafter known as **HEALTH CENTER**) located at **101 South Orchard Avenue, Vacaville, Ca 95688**, and **Solano Community College** (hereinafter known as **SCHOOL**) and located at **4000 Suisun Valley Road, Fairfield, California 94534-3197** and is effective as of May 1, 2024.

RECITALS

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

Now, therefore, the parties agree as follows:

1. GENERAL INFORMATION

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

2. SCHOOL'S RESPONSIBILITIES

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

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

3. HEALTH CENTER'S RESPONSIBILITIES

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

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

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

4. AFFIRMATIVE ACTION AND NON-DISCRIMINATION

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

5. STATUS OF SCHOOL AND HEALTH CENTER

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

6. INDEMNIFICATION

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

7. INSURANCE

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

8. TERM AND TERMINATION

- A. Term. This Agreement shall be effective as of the date first written above and shall remain in effect continuously.
- B. Termination.
 - 1) Mutual Agreement. This Agreement may be terminated at any time upon the written concurrence of the parties.
 - 2) Without Cause. This Agreement may be terminated without cause with 30 days prior written notice by either party. Such termination shall not take effect, however, with regard to students already enrolled until such time as those students have completed their training for the school semester during which such termination notice is given.

9. GENERAL PROVISIONS

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

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

1. Notice to the *HEALTH CENTER*:

Joe Niccoli, Administrator
Vacaville Ranch Post Acute
101 South Orchard Avenue
Vacaville, Ca 95688
Telephone: (707)449-8000
Jniccolivcra@yahoo.com

2. Notice to the *SCHOOL*

David Williams Ph.D.
Vice President, Academic Affairs
Solano Community College
4000 Suisun Valley Road, Room 805A
Fairfield, CA 94534

Telephone: (707) 864-7117
FAX: (707) 646-2062
David.Williams@solano.edu

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

10. EXECUTION

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

HEALTH CENTER

Vacaville Ranch Post Acute

By: 
Joe Niccoli

Title: Managing Member
Administration

Date: 11 July 2024

SCHOOL

Solano Community College

By: _____
David Williams Ph.D

Title: _____
Vice President, Academic Affairs

Date: _____

AGENDA ITEM 12.(k)
MEETING DATE August 7, 2024

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

TO: Members of the Governing Board

**SUBJECT: NATIONAL UNIVERSITY COMMUNITY-BASED COUNSELING
SERVICE AGREEMENT - AMENDMENT**

REQUESTED ACTION:

☐ Information OR ☒ Approval
☐ Consent OR ☒ Non-Consent

SUMMARY: This First Amendment (“First Amendment”) to the Community-Based Counseling Services Agreement (“Agreement”) between National University, on the one hand, and Solano Community College, on the other hand, (individually, each a “Party,” and collectively, the “Parties”), is entered into as of the date of last signature with reference to the attached.

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> N/A
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SUPERINTENDENT’S RECOMMENDATION: ☒ **APPROVAL** ☐ **DISAPPROVAL**
☐ **NOT REQUIRED** ☐ **TABLE**

Lisa Neeley, M.A.
Vice President, Student Services

PRESENTER’S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 864-7159

TELEPHONE NUMBER

Lisa Neeley, M.A.

VICE PRESIDENT APPROVAL

July 22, 2024

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

Kellie Sims Butler, Ph.D.
Superintendent-President

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

**FIRST AMENDMENT TO THE COMMUNITY-BASED COUNSELING SERVICES
AGREEMENT BETWEEN NATIONAL UNIVERSITY AND SOLANO COMMUNITY COLLEGE**

This First Amendment (“First Amendment”) to the Community-Based Counseling Services Agreement (“Agreement”) between National University, on the one hand, and Solano Community College, on the other hand, (individually, each a “Party,” and collectively, the “Parties”), is entered into as of the date of last signature with reference to the following:

WHEREAS, the Parties entered into the Agreement on June 20, 2023;

WHEREAS, the Parties now wish to amend the Agreement; and

NOW, THEREFORE, in consideration of the above, the Parties agree as follows:

1. Exhibit A’s section entitled, “Agreement Term” shall be amended to replace “September 15, 2024” with “October 1, 2025.”

2. The table set forth in Exhibit A’s section entitled, “Itemization of Cost per Unit of Service Requested” shall be deleted in its entirety and replaced with the following:

Affiliate Location	Units of Service	Total Cost
Solano Community College	6	\$60,000.00

3. The table set forth in Exhibit A’s section entitled, “Payment Schedule” shall be deleted in its entirety and replaced with the following:

Payment Order	Service Dates	Amount Due Upon Receipt of Invoice
Initial Payment	October 1, 2023 – January 31, 2024	\$10,000.00
Second Payment	February 1, 2024 – May 31, 2024	\$10,000.00
Third Payment	June 1, 2024 – September 15, 2024	\$10,000.00
Fourth Payment	October 1, 2024– December 31, 2024	\$10,000.00
Fifth Payment	January 1, 2024 - March 30, 2025	\$10,000.00
Sixth Payment	April 1, 2025 - June 30, 2025	\$10,000.00

4. Except as hereby modified, superseded, or amended by this First Amendment, the terms and conditions of the Agreement are hereby reconfirmed by the Parties.

5. On all issues where this First Amendment is in conflict, inconsistent, or creates an ambiguity with the Agreement, this Amendment shall control.

6. Any ambiguities in this First Amendment shall be interpreted according to their fair meaning and not strictly for or against either of the Parties, and neither Party shall be construed as being the drafter of this Amendment.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date of last signature below.

National University:

Solano Community College

Karen Whitney
EVP for Student Success Services & CFO

Celia Esposito-Noy
Superintendent-President

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

TO: Members of the Governing Board

**SUBJECT: FIRST READING OF REVISION TO BOARD POLICY
3700, BOOKSTORES AND SUNSET OF BOARD POLICY
3710, INCOME FROM BOOKSTORES**

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 Finance Policy 3700, Bookstore, is being presented for the review by the board. In addition, Finance Policy 3710, Income from Bookstores is recommended for sunsetting.

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: Board Policy: 1000 Estimated Fiscal Impact:

SUPERINTENDENT'S RECOMMENDATION:

☐ APPROVAL ☐ DISAPPROVAL
☒ NOT REQUIRED ☐ TABLE

Susan Wheat
VP, Finance and Administration

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7000

TELEPHONE NUMBER

Kellie Sims Butler, Ph.D.
Superintendent-President

VICE PRESIDENT APPROVAL

July 26, 2024

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

August 7, 2024

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

SOLANO COMMUNITY COLLEGE DISTRICT

BOOKSTORES

3700

POLICY: A College Bookstore shall be established and operated by either by the District or by a qualified vendor.

If the District is to provide the bookstore services:

- Operational costs of the college bookstore shall be paid from revenue earned from the bookstore
- Fiscal management of the Bookstore shall be in accordance with the California Community Colleges Budget and Accounting Manual. An annual audit of the records and accounts of the Bookstore shall be provided to the Governing Board.

If a qualified vendor is to provide bookstore services:

- Contracts for outside vendors to operate bookstores shall be awarded by competitive bid, submitted to the Board for approval, and awarded in the best interests of the students. Student organizations shall be encouraged to submit bids and given preference if they meet all other bid criteria.

The College Bookstore shall comply with the requirements of the Reader Privacy Act.

REFERENCES/

AUTHORITY: Education Code Section 81676.5
Civil Code Section 1798.90

ADOPTED: January 21, 1987

REVIEWED: 2008 – No Updates

REVISED: October 18, 2006; April 2024

SOLANO COMMUNITY COLLEGE DISTRICT

~~INCOME FROM COLLEGE BOOKSTORE~~ ~~3710~~

- POLICY:** Profits, if any, accruing from the College Bookstore shall be used to:
- ~~1. Make federal loan repayments for the construction of the Student Center and to make payment to the HUD Student Center Repair and Replacement Fund.~~
 - ~~2. Build an adequate reserve to protect the Bookstore's cash position in an unfavorable year and to provide for cash flow needs.~~
 - ~~3. Reimburse the District for salaries and benefits paid and direct costs for overhead.~~
 - ~~4. Support the Associated Students of Solano College to an extent approved by the Governing Board.~~

**~~REFERENCES/
AUTHORITY:~~**

~~California Education Code, Section 81676~~

~~Solano Community College District Governing Board~~

~~ADOPTED:~~ ~~January 21, 1987~~

~~REVIEWED:~~ ~~2008 No Updates~~